

AGREEMENT NO. \_\_\_\_\_

AGREEMENT BETWEEN  
THE CITY OF LOS ANGELES, THE CITY OF LONG BEACH  
AND  
ROCKETRUCK, INC.

THIS AGREEMENT is made and entered into by and between the CITY OF LOS ANGELES, a municipal corporation ("POLA"), acting by and through its Board of Harbor Commissioners ("POLA Board"), the CITY OF LONG BEACH, a municipal corporation ("POLB"), acting by and through its Board of Harbor Commissioners ("POLB Board") (POLA and POLB shall be referred to collectively as either the "Ports" or "Cities") and ROCKETRUCK, INC., a Delaware corporation, located at 2415 Auto Park Way, Escondido, California 92029 ("GRANTEE"). POLA, POLB and GRANTEE shall be referred to collectively as the "Parties".

WHEREAS, the Clean Truck Program (CTP), one of the key components of the Clean Air Action Plan (CAAP), focuses on improving air quality in the ports of Los Angeles and Long Beach by incentivizing the industry to replace older heavy-duty drayage trucks with lower emission heavy-duty drayage trucks; and

WHEREAS, on November 2, 2017, the Ports adopted the 2017 CAAP Update, which includes further advancing the CTP to help the industry phase out older trucks and transition to the CAAP goal of 100% ZE drayage trucks by 2035; and

WHEREAS, on November 4, 2021, the POLA Board 1) adopted the Clean Truck Fund Rate (CTF Rate) tariff charging \$10/TEU on containerized cargo moved by truck at POLA terminals with exemptions for cargo moved by zero emissions trucks and low NOx trucks, and 2) approved Resolution No. 21-7318, setting CTF Spending Plan priorities on funding for zero emission trucks and related infrastructure; and

WHEREAS, on November 8, 2021, the POLB Board 1) adopted the CTF Rate tariff charging \$10/TEU on containerized cargo moved by truck at POLB terminals with exemptions for cargo moved by zero emissions trucks and low NOx trucks, and 2) approved Ordinance HD-2370, setting CTF Spending Plan priorities on funding for zero emission trucks and related infrastructure; and

Whereas, GRANTEE submitted a proposal to the Ports for grant funding to build an Electric Vehicle Direct Current Hub to demonstrate a charging station serving medium and heavy-duty vehicles using solid state transformer technology for DC-to-DC power distribution, with a total cost of \$5,078,021 (Project); and

WHEREAS, using CTF Rate funds the Ports will each contribute \$300,000 for a total commitment of \$600,000 and under a separate grant award to GRANTEE the California Energy Commission (CEC) has agreed to contribute \$4,000,000 to the Project; and

WHEREAS, the Parties are entering into this three-party agreement to set forth the obligations for each of the Parties.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. AUTHORIZED REPRESENTATIVES TO RECEIVE NOTICES

A. The representatives of the respective parties who are authorized to receive notices for this Agreement are:

Michael Simon  
RockeTruck, Inc.  
2415 Auto Park Way  
Escondido, CA 92029  
(760) 504-3278, mike@rocketruck.com

Lisa Wunder, Director of Environmental Management  
Port of Los Angeles  
425 South Palos Verdes Street  
San Pedro, CA 90731  
(310) 732-7688, lwunder@portla.org

Renee Moilanen, Director of Environmental Planning  
Port of Long Beach  
415 W. Ocean Blvd.  
Long Beach, California 90802  
(562) 283-7100, renee.moilanen@polb.com

B. Formal notices, demands, requests and communications given by any party shall be made in writing to the authorized representatives set forth above.

C. If any name or address designated above is changed, written notice shall be given to the other parties within five (5) working days of said change.

2. SERVICES TO BE PERFORMED BY GRANTEE

A. GRANTEE shall, to the satisfaction of the Cities, obtain those professional, expert and technical services and materials necessary to complete the demonstration project and reporting requirements set forth in Exhibit A, CEC Agreement EPC-24-025, and Exhibit B, GRANTEE's Project Proposal to the Ports ("Project"). Exhibit C shall be the Project's Scope of Work for purposes of the Ports reimbursing GRANTEE the funds as set forth in Exhibit D, Payment Schedule. In the event of any conflicts between the documents set forth in Exhibits A through D, the prevailing document shall be as mutually agreed upon between the Executive Director of the Los Angeles Harbor Department and the Chief Executive Officer of the Long Beach Harbor Department (referred to hereinafter as "Executive" singular or "Executives" plural), in their sole reasonable discretion.

B. During the term of this Agreement, GRANTEE shall submit a written request to, and obtain written approval from, the Executives to change or modify the Scope of Work described in Exhibit C. Changes or modifications to Exhibit C that are not approved and accepted in writing by the Executives or their respective designees shall not be eligible for reimbursement and shall be considered a breach of this Agreement. In all instances of any modifications to the Scope of Work in Exhibit C, said modifications shall be in compliance with the CEC Agreement in Exhibit A, including where said CEC Agreement may be modified or amended during its term.

### 3. ROLE OF THE PORTS

A. The Cities shall reimburse GRANTEE for Project costs incurred in accordance with the terms of this Agreement.

B. At any time during the term of this Agreement, and upon ten (10) days written notice to GRANTEE, the Cities shall have the right to review Project documentation for the purpose of verifying that Project milestones have been completed and that the Project is being conducted in accordance with the terms of this Agreement and the CEC Agreement.

C. Unless set forth herein, the Cities shall not be obligated to provide any assistance to GRANTEE to assure completion of the Project.

### 4. EFFECTIVE DATE AND TERM OF THE AGREEMENT

A. Subject to the provisions of Los Angeles City Charter Section 245, the effective date of this Agreement shall be the date last signed by an Executive upon authorization of both Harbor Department Boards ("Effective Date"). GRANTEE is aware that the Los Angeles City Council ("City Council"), pursuant to Los Angeles City Charter Section 245, has the right to review this Agreement. Accordingly, in no event shall this Agreement become effective until after the expiration of the fifth City Council meeting day after Board action, or the date of City Council's approval of the Agreement.

B. This Agreement shall be in full force and effect commencing from the Effective Date and shall continue until the earlier of the following occurs:

1. Three (3) years have lapsed from the Effective Date of this Agreement; or
2. The Ports or GRANTEE pursue termination pursuant to Section 6 of this Agreement; or
3. The California Energy Commission terminates all or part of CEC Agreement EPC-24-025; or
4. GRANTEE has completed the PROJECT and the Cities have made final payments pursuant to the requirements of the Agreement.

5. COMPENSATION

A. The grant award is calculated based upon the estimated expenses of the Project as set forth in Exhibits A, B, and C. For the satisfactory performance of the tasks set forth in and required by this Agreement, the Cities shall reimburse GRANTEE an amount not-to-exceed Six Hundred Thousand Dollars (\$600,000), and in accordance with the payment schedule set forth in Exhibit D. The maximum payable amount for each City shall be Three Hundred Thousand Dollars (\$300,000).

Any expenditures incurred above this amount shall not be reimbursed, unless the parties enter into a written amendment to this Agreement and the same is approved in accordance with the Charters of both Cities.

B. GRANTEE shall submit identical itemized invoices to each City upon the completion of tasks set forth in Exhibit C and corresponding to a payment milestone in Exhibit D. Amounts payable for each invoice shall reflect the total amount payable along with the amount payable by each City which shall be an equal 50-50 split of the total invoice amount.

C. For the City of Los Angeles, each invoice shall be signed by GRANTEE and shall include the following certification:

"I certify under penalty of perjury that the above bill is true and correct according to the terms of Agreement No. \_\_\_\_\_ and that payment has not been received. I further certify that I have complied with the provisions of the City of Los Angeles Living Wage Ordinance.

\_\_\_\_\_  
(Grantee's Signature)

GRANTEE must include on the face of each itemized invoice submitted for payment its Los Angeles Business Tax Registration Certificate number. No invoice will be processed for payment by City of Los Angeles without this number shown thereon.

D. All invoices shall be approved by the Executives, or their designees, prior to payment. All invoices due and payable and found to be in order shall be paid as soon as, in the ordinary course of each City's business procedures, the same may be approved, audited and paid.

GRANTEE shall submit appropriate supporting documents with each invoice. Such documents may include provider invoices, receipts, payrolls, and time sheets. The Cities may require, and GRANTEE shall provide, all documents reasonably required to determine whether amounts on the invoice are allowable expenses under this Agreement. GRANTEE is not required to submit support for direct costs items of \$25 or less.

E. Payment is contingent upon GRANTEE complying with Exhibit C Scope of Work and submission of reports in accordance with the requirements of this Agreement and the CEC Agreement, and the approval of same by the Executives, or their designees, in accordance with the requirements of this Agreement.

F. For payment and processing, all invoices should be mailed and emailed to the following addresses:

City of Los Angeles Harbor Department  
Accounts Payable Section  
P.O. Box 191  
San Pedro, CA 90733-0191

And also emailed to dsnearl@portla.org and gdiaz@portla.org

Port of Long Beach  
Environmental Planning Division  
P.O. Box 570  
Long Beach, CA 90801-0570

And also emailed to epinvoices@polb.com

## 6. TERMINATION

A. Cities, each in their sole discretion may terminate and cancel all or any part of this Agreement for any reason upon giving to GRANTEE ten (10) days notice in writing of such City's election to cancel and terminate this Agreement. If such termination and cancellation occurs, GRANTEE shall be entitled to reimbursement by such terminating City for expenses incurred to the date of termination and for which reports and invoices have been submitted in accordance with the terms of this Agreement.

B. In the event that GRANTEE seeks early termination of this Agreement prior to the termination date for any reason, or no reason whatsoever, GRANTEE shall submit a written request to the Cities. Each Harbor Department's staff shall submit GRANTEE's written request for early termination to their respective Boards for review. In the event that the Cities accept GRANTEE's request for early termination, GRANTEE shall reimburse each City pursuant to Section 6.D of this Agreement.

C. In the event that facts available to the Cities indicate that GRANTEE has breached any term of this Agreement prior to the end of the Agreement term, the Executives shall submit the reasons for the breach to their respective Board for determination and concurrence that GRANTEE has breached the Agreement. In the event that either City determines, or both Cities determine, that GRANTEE has breached the Agreement, GRANTEE shall reimburse each such City pursuant to Section 6.D of this Agreement.

D. In the event this Agreement is terminated pursuant to Section 6.B or 6.C, GRANTEE shall reimburse the City terminating the Agreement for all monies paid to the GRANTEE. The City terminating the Agreement shall notify GRANTEE in writing the amount of money that GRANTEE owes to that City and GRANTEE shall reimburse that City within sixty (60) days of said written notification.

E. This Agreement is subject to the provisions of the Los Angeles City Charter which, among other things, precludes the City of Los Angeles from making any expenditure of funds or incurring any liability, including contractual commitments, in excess of the amount appropriated thereof.

The Ports, in awarding this Agreement, are expected to appropriate sufficient funds to meet the estimated expenditure of funds through June 30 of the current fiscal year and to make further appropriations in each succeeding fiscal year during the life of the Agreement. However, the Ports are under no legal obligation to do so.

The Cities, their boards, officers, and employees are not bound by the terms of this Agreement or obligated to make payment thereunder in any fiscal year in which either respective Port does not appropriate funds therefore. GRANTEE is not entitled to any compensation in any fiscal year in which funds have not been appropriated for the Agreement by either Port.

Although GRANTEE is not obligated to perform any work on behalf of the Cities under the Agreement in any fiscal year in which no appropriation for the Agreement has been made, GRANTEE agrees to resume performance of the work required by the Agreement on the same terms and conditions for a period of sixty (60) days after the end of the fiscal year if an appropriation therefore is approved by the respective Port within that 60 day period. GRANTEE is responsible for maintaining all insurance and bonds during this 60 day period until the appropriation is made; however, such extension of time is not compensable.

If in any subsequent fiscal year funds are not appropriated by either Port for the work required by the Agreement, the Agreement with respect to the non-funding Port shall be terminated. However, such termination shall not relieve the Parties of liability for any obligation previously incurred.

## 7. ACCEPTABILITY OF WORK

The Cities shall decide any and all questions that may arise as to the quality or acceptability of the work performed by GRANTEE under this Agreement, including errors and omissions, and as to the amount of reimbursement due to GRANTEE. Decisions shall be final, and the Cities shall have authority to enforce and make effective such decisions and orders with respect to the performance of this Agreement.

GRANTEE understands that no board member, officer, agent or employee of either City has the authority to require work outside this Agreement other than is allowed by this Agreement.

8. EMISSION REDUCTION CREDITS (ERCs)

Where any Emission Reduction Credits may be generated by the Project, they shall belong to the Cities and cannot be used by GRANTEE for any purpose.

9. ASSIGNMENT

GRANTEE shall not assign, sell, license or otherwise transfer this Agreement or any of the rights granted by this Agreement without the prior written consent of the Cities. Any attempted transfer or assignment without the prior written consent of the Cities shall be void and confer no rights whatsoever upon a transferee or assignee. Any attempted transfer or assignment without the prior written consent of the Cities shall be considered a breach of this Agreement and the Cities may proceed with termination of the agreement under Section 6.

Any request for consent to an assignment shall be made in writing, accompanied by information relevant to the Cities' determination as to the financial and operational responsibility and appropriateness of the proposed assignee, including but not limited to any modifications to the Project, if any. GRANTEE agrees to provide to the Cities such other or additional information and/or documentation pertaining to the requested consent as may be reasonably requested by the Cities.

10. INDEMNIFICATION

Except for the sole negligence or willful misconduct of the Cities, or any of its Boards, Officers, Agents, Employees, Assigns and Successors in Interest, GRANTEE undertakes and agrees to defend, indemnify and hold harmless both Cities and any of their respective Boards, Officers, Agents, Employees, Assigns, and Successors in Interest ("Indemnified Parties") from and against all suits and causes of action, claims, losses, demands and expenses, including, but not limited to, attorney's fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including GRANTEE's employees and agents, or damage or destruction of any property of either party hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to the performance of this Agreement by GRANTEE, Project Partners (as defined in Exhibit A, CEC Agreement EPC-24-025) or subcontractors of any tier. Rights and remedies available to the Cities under this provision are cumulative of those provided for elsewhere in this Agreement and those allowed under the laws of the United States, the State of California, and the City of Los Angeles and the City of Long Beach.

11. INSURANCE

A. In addition to and not as a substitute for, or limitation of, any of the indemnity obligations imposed by Section 10, GRANTEE shall procure and maintain at

its sole cost and expense and keep in force at all times during the term of this Agreement the following insurance:

(1) Commercial General Liability Insurance

Commercial general liability insurance covering personal and advertising injury, bodily injury, and property damage providing contractual liability, independent contractors, products and completed operations, sudden and accidental pollution coverage, terminal operators/wharfingers liability and premises/operations coverage written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to the Cities if Best's is not available) within GRANTEE's normal limits of liability but not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and property damage liability combined with a One Million Dollars (\$1,000,000) annual policy aggregate. Said limits shall provide first dollar coverage except that the Executive Directors may permit a self-insured retention or self-insurance in those cases where, in their judgment, such retention or self-insurance is justified by the net worth of GRANTEE. The retention or self-insurance provided shall provide that any other insurance maintained by the Cities' Harbor Departments shall be excess of GRANTEE's insurance and shall not contribute to it. In all cases, regardless of any deductible or retention, said insurance shall contain a defense of suits provision and a severability of interest clause. Each policy shall name the Indemnified Parties as Primary additional insureds.

(2) Automobile Liability Insurance

Automobile liability insurance written by an insurance company authorized to do business in the State of California rated VII, A- or better in Best's Insurance Guide (or an alternate guide acceptable to the Cities if Best's is not available) within GRANTEE's normal limits of liability but not less than One Million Dollars (\$1,000,000) covering damages, injuries or death resulting from each accident or claim arising out of any one claim or accident. Said insurance shall protect against claims arising from actions or operations of the insured, or by its employees. Coverage shall contain a defense of suits provision and a severability of interest clause. Each policy shall name the Indemnified Parties as Primary additional insureds.

(3) Workers' Compensation and Employer's Liability

GRANTEE shall certify that it is aware of the provisions of Section 3700 of the California Labor code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and that GRANTEE shall comply with such provisions before commencing the performance of the tasks under this Agreement. Coverage for claims under U.S. Longshore and Harbor Workers' Compensation Act, if required under applicable law, shall be included. GRANTEE shall submit Workers' Compensation policies whether underwritten by

the state insurance fund or private carrier, which provide that the public or private carrier waives its right of subrogation against the Cities in any circumstance in which it is alleged that actions or omissions of either City contributed to the accident. Such Worker's Compensation and occupational disease requirements shall include coverage for all employees of GRANTEE, and for all employees of any subcontractor or other vendor retained by GRANTEE

B. Insurance Procured by GRANTEE on Behalf of the Cities

In addition to and not as a substitute for, or limitation of, any of the indemnity obligations imposed by Section 10, and where GRANTEE is required to name the Indemnified Parties as Primary additional insureds on any insurance policy required by this Agreement, GRANTEE shall cause the Indemnified Parties named as additional insureds on all policies it procures in connection with this Section 11. GRANTEE shall cause such additional insured status to be reflected in the original policy or by additional insured endorsement (CG 2010 or equivalent) substantially as follows:

"Notwithstanding any inconsistent statement in the policy to which this endorsement is attached, or any endorsement or certificate now or hereafter attached hereto, it is agreed that the City of Los Angeles Harbor Department and the City of Long Beach Harbor Department, and their respective Boards, their officers, agents and employees, are additional insureds hereunder, and that coverage is provided for all contractual obligations, operations, uses, occupations, acts and activities of the insured under Agreement No. \_\_\_\_, and under any amendments, modifications, extensions or renewals of said Agreement regardless of where such contractual obligations, operations, uses, occupations, acts and activities occur.

"The coverage provided by the policy to which this endorsement is attached is primary coverage and any other insurance carried by either the City of Los Angeles or the City of Long Beach is excess coverage;

"In the event of one of the named insured's incurring liability to any other of the named insureds, this policy shall provide protection for each named insured against whom claim is or may be made, including claims by other named insureds, in the same manner as if separate policies had been issued to each named insured. Nothing contained herein shall operate to increase the company's limit of liability; and

"Notice of occurrences or claims under the policy shall be made to the Risk Manager of each Cities' Harbor Department with copies to each Cities' City Attorney's Office."

C. Required Features of Coverages

Insurance procured by GRANTEE in connection with this Section 11 shall include the following features:

(1) Acceptable Evidence and Approval of Insurance

For the City of Los Angeles, electronic submission is the required method of submitting GRANTEE's insurance documents. GRANTEE's insurance broker or agent shall register with the City's online insurance compliance system KwikComply at <https://kwikcomply.org/> and submit the appropriate proof of insurance on GRANTEE's behalf.

Upon request by either City, GRANTEE shall furnish a copy of the binder of insurance and/or a full certified policy for any insurance policy required herein. This obligation is intended to, and shall, survive the expiration or earlier termination of this Agreement.

(2) Carrier Requirements

All insurance which GRANTEE is required to provide pursuant to this Agreement shall be placed with insurance carriers authorized to do business in the State of California and which are rated A-, VII or better in Best's Insurance Guide. Carriers without a Best's rating shall meet comparable standards in another rating service acceptable to both Cities.

(3) Notice of Cancellation

For each insurance policy described above, GRANTEE shall give a 10-day prior notice of cancellation or reduction in coverage for nonpayment of premium, and a 30-days prior notice of cancellation or reduction in coverage for any other reason, by written notice via registered mail and addressed to the City of Los Angeles Harbor Department, Attn: Risk Manager and the City Attorney's Office, 425 S. Palos Verdes Street, San Pedro, California 90731 and the City of Long Beach Harbor Department, Attn: Risk Manager, P.O. Box 570, Long Beach, California 90801-0570 .

(4) Modification of Coverage

The Executives, at their sole reasonable discretion, based upon recommendation of independent insurance consultants to each City, may increase or decrease amounts and types of insurance coverage required hereunder at any time during the term hereof by giving ninety (90) days' prior written notice to GRANTEE.

(5) Renewal of Policies

At least thirty (30) days prior to the expiration of any policy required by this Agreement, GRANTEE shall renew or extend such policy in accordance with the requirements of this Agreement and direct their insurance broker or agent to submit to the City of Los Angeles' online insurance compliance system KwikComply at <https://kwikcomply.org/> a renewal endorsement or renewal certificate or, if new insurance has been obtained, evidence of insurance as

specified above. If GRANTEE neglects or fails to secure or maintain the insurance required above, the Executives, at their option but without any obligation, obtain such insurance to protect each City's interests. The cost of such insurance shall be deducted from the next payment due GRANTEE.

(6) Limits of Coverage

If GRANTEE maintains higher limits than the minimums required by this Agreement, the Cities require and shall be entitled to coverage for the higher limits maintained by GRANTEE. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Cities.

D. Right to Self-Insure

Upon written approval by the Executives, GRANTEE may self-insure if the following conditions are met:

1. GRANTEE has a formal self-insurance program in place prior to execution of this Agreement. If a corporation, GRANTEE must have a formal resolution of its board of directors authorizing self-insurance.
2. GRANTEE agrees to protect the Cities, and their respective boards, officers, agents and employees at the same level as would be provided by full insurance with respect to types of coverage and minimum limits of liability required by this Agreement.
3. GRANTEE agrees to defend the Cities, and their respective boards, officers, agents and employees in any lawsuit that would otherwise be defended by an insurance carrier.
4. GRANTEE agrees that any insurance carried by each Cities' Harbor Departments are excess of GRANTEE's self-insurance and will not contribute to it.
5. GRANTEE provides the name and address of its claims administrator.
6. GRANTEE submits its most recently filed U.S. Securities and Exchange Commission's 10-Q and 10-K forms, or audited annual financial statements for the three most recent fiscal years, prior to the Executives' consideration of approval of self-insurance and annually thereafter.
7. GRANTEE agrees to inform each Harbor Department in writing immediately of any change in its status or policy which would

materially affect the protection afforded the Cities' by this self-insurance.

8. GRANTEE has complied with all laws pertaining to self-insurance.

E. Accident Reports

GRANTEE shall report in writing to the Executives within fifteen (15) calendar days after it, its officers or managing agents have knowledge of any accident or occurrence involving death of or injury to any person or persons, or damage in excess of Five Hundred Dollars (\$500.00) to property, occurring upon the premises, or elsewhere within the Port of Los Angeles or the Port of Long Beach if GRANTEE's officers, agents or employees are involved in such an accident or occurrence. Such report shall contain to the extent available (1) the name and address of the persons involved, (2) a general statement as to the nature and extent of injury or damage, (3) the date and hour of occurrence, (4) the names and addresses of known witnesses, and (5) such other information as may be known to GRANTEE, its officers or managing agents.

12. COMPLIANCE WITH APPLICABLE LAWS

GRANTEE shall, at all times, in the performance of its obligations comply with all applicable laws, statutes, ordinances, rules and regulations, enacted and adopted by federal, state, regional, municipal or other governmental bodies, departments or offices thereof. In addition to the foregoing, GRANTEE shall comply immediately with any and all orders or directions issued by the Cities under authority of any such law, statute, ordinance, rule or regulation.

13. INDEPENDENT CONTRACTOR

GRANTEE in the performance of the work required by this Agreement is an independent contractor and not an agent or employee of either City. GRANTEE shall not represent itself as an agent or employee of either City and shall have no power to bind either City in contract or otherwise.

14. CONFLICT OF INTEREST

It is hereby understood and agreed that the parties to this Agreement have read and are aware of the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code relating to conflict of interest of public officers and employees, as well as the Los Angeles Municipal Code (LAMC) Municipal Ethics and Conflict of Interest provisions of Section 49.5.1 et seq., the Long Beach Municipal Code (LBMC) Code of Conduct and Ethics provisions of Section 2.07 et seq., and the Conflict of Interest Codes of each City and Harbor Department. The parties agree that they are unaware of any financial or economic interest of any public officer or employee of either City relating to this Agreement. Notwithstanding any other provision of this Agreement, it is further understood and agreed that if such financial interest does exist at the

inception of this Agreement, the Cities may immediately terminate this Agreement by giving written notice thereof.

During the term of this Agreement, GRANTEE shall inform the Los Angeles Harbor Department in writing when GRANTEE, or any of its Subconsultants, employs or hires in any capacity, and for any length of time, a person who has worked for the Los Angeles Harbor Department as a Commissioner, officer or employee. Said notice shall include the individual's name and current position and their prior position and years of employment with the Los Angeles Harbor Department. Written notice shall be provided by GRANTEE to the Los Angeles Harbor Department within thirty (30) days of the employment or hiring of the individual.

15. TRADEMARKS, COPYRIGHTS AND PATENTS

GRANTEE agrees to save, keep, hold harmless, protect and indemnify the Cities and any of its officers or agents from any damages, costs, or expenses in law or equity from infringement of any patent, trademark, service mark or copyright of any person or persons, or corporations in consequence of the use by the Cities of any materials supplied by GRANTEE in the performance of this Agreement.

16. OWNERSHIP OF DOCUMENTS

All data, documents, reports or other materials, copies of working papers which contain information relating to the review, documentation, analysis and evaluation of the work described in this Agreement shall become the property of the Cities. The Cities reserves the right to use, duplicate, disclose in whole or in part in any manner for any purpose whatsoever all said data, documents, reports or other materials, and to authorize others to do so.

17. TAXPAYER IDENTIFICATION NUMBER (TIN)

The Internal Revenue Service (IRS) requires that all consultants and suppliers of materials and supplies provide a TIN to the party that pays them. GRANTEE declares that it has an authorized TIN which shall be provided to the Cities prior to payment under this Agreement. No payments will be made under this Agreement without a valid TIN.

18. BUSINESS TAX REGISTRATION CERTIFICATE

The City of Los Angeles Office of Finance requires the implementation and enforcement of Los Angeles Municipal Code Section 21.09 et seq. This Section provides that every person, other than a municipal employee, who engages in any business within the City of Los Angeles, is required to obtain the necessary Business Tax Registration Certificate and pay business taxes. The City Controller has determined that this Code Section applies to consulting firms that are doing work for the Los Angeles Harbor Department. See <https://finance.lacity.org/how-register-btrc>.

19. AFFIRMATIVE ACTION AND EQUAL OPPORTUNITY

With respect to POLA, GRANTEE, during the performance of this Agreement, shall not discriminate in its employment practices against any employee or applicant for employment because of the employee's or applicant's race, color, religion, natural origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, or medical condition. The provisions of Section 10.8.4 of the Los Angeles Administrative Code shall be incorporated and made a part of the Agreement. All subcontracts awarded shall contain a like nondiscrimination provision. See Exhibit E.

With respect to POLB, GRANTEE shall ensure that applicants are employed and that employees are treated during employment without regard to the employee's or applicant's race, color, religion, natural origin, ancestry, sex, age, sexual orientation, disability, marital status, domestic partner status, gender identity, veteran status, or medical condition, including but not limited to employment, upgrading, demotion, transfer, recruitment, recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. GRANTEE shall comply with the equal opportunity provisions of all federal, State and Cities' laws, rules and regulations, including but not limited to the Long Beach Municipal Code section 2.72. Compliance with the Americans with Disabilities Act of 1990 shall be the sole responsibility of GRANTEE, and GRANTEE shall defend and hold the Cities harmless from any expense or liability arising from GRANTEE's non-compliance therewith. GRANTEE agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the City of Long Beach setting out the provisions of this nondiscrimination clause. GRANTEE shall in all solicitations or advertisements for employees state that all qualified applicants will receive consideration for employment without regard to these bases.

20. PROPRIETARY INFORMATION

GRANTEE may not disclose to any party without the Cities' permission any information developed pursuant to this Agreement. The Cities will, however, have the right to disclose the information as each City determines appropriate considering the nature of the information, its use, and the laws applicable to each City.

21. SERVICE CONTRACTOR WORKER RETENTION POLICY AND LIVING WAGE POLICY REQUIREMENTS

The Board of Harbor Commissioners of the City of Los Angeles adopted Resolution No. 5771 on January 3, 1999, agreeing to adopt the provisions of the Los Angeles City Ordinance No. 171004 relating to Service Contractor Worker Retention (SCWR), Section 10.36 et seq. of the Los Angeles Administrative Code, as the policy of the Los Angeles Harbor Department. Further, Charter Section 378 requires compliance with the City's Living Wage requirements as set forth by ordinance, Section 10.37 et seq. of the Los Angeles Administrative Code. GRANTEE shall comply with the policy wherever applicable. Violation of this provision, where applicable, shall entitle the City of Los Angeles to terminate its participation in this Agreement and otherwise pursue legal remedies that may be available.

22. WAGE AND EARNING ASSIGNMENT ORDERS/NOTICES OF ASSIGNMENTS

GRANTEE and/or any subcontractor are obligated to fully comply with all applicable state and federal employment reporting requirements for GRANTEE and/or subcontractor's employees.

GRANTEE and/or subcontractor shall certify that the principal owner(s) are in compliance with any Wage and Earning Assignment Orders and Notices of Assignment applicable to them personally. GRANTEE and/or subcontractor will fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments in accordance with Cal. Family Code § 5230 et seq. GRANTEE or subcontractor will maintain such compliance throughout the term of the Agreement.

23. EQUAL BENEFITS POLICY

With respect to POLA, the POLA Board adopted Resolution No. 6328 on January 12, 2005, agreeing to adopt the provisions of Los Angeles City Ordinance 172,908, as amended, relating to Equal Benefits, Section 10.8.2.1 et seq. of the Los Angeles Administrative Code, as a policy of the Los Angeles Harbor Department. GRANTEE shall comply with the policy wherever applicable. Violation of the policy shall entitle the City of Los Angeles to terminate any Agreement with GRANTEE and pursue any and all other legal remedies that may be available. See Exhibit F.

With respect to POLB, GRANTEE shall not discriminate in the provision of employee benefits between employees with spouses and employees with domestic partners, and/or between domestic partners and spouses of such employees in accordance with Long Beach Municipal Code section 2.73, known as the "Long Beach Benefits Ordinance."

24. COMPLIANCE WITH LOS ANGELES CITY CHARTER SECTION 470(c)(12)

The GRANTEE, Subconsultants, and their Principals are obligated to fully comply with City of Los Angeles Charter Section 470(c)(12) and related ordinances, regarding limitations on campaign contributions and fundraising for certain elected Los Angeles City officials or candidates for elected City office if the agreement is valued at \$100,000 or more and requires approval of a City elected official. Additionally, GRANTEE is required to provide and update certain information to the City of Los Angeles as specified by law. Any GRANTEE subject to Charter Section 470(c)(12), shall include the following notice in any contract with a subconsultant expected to receive at least \$100,000 for performance under this Agreement:

Notice Regarding Los Angeles Campaign Contribution and Fundraising Restrictions

As provided in Charter Section 470(c)(12) and related ordinances, you are a subconsultant on City of Los Angeles Harbor Department Agreement No. \_\_\_\_\_. Pursuant to Los Angeles City Charter Section 470(c)(12), subconsultant and its principals are prohibited from making campaign

contributions and fundraising for certain elected City officials or candidates for elected City office for 12 months after the Agreement is signed. Subconsultant is required to provide to GRANTEE names and addresses of the subconsultant's principals and contact information and shall update that information if it changes during the 12 month time period. Subconsultant's information must be provided to GRANTEE within 10 business days. Failure to comply may result in termination of the Agreement or any other available legal remedies including fines. Information about the restrictions may be found at the City of Los Angeles Ethics Commission's website at <http://ethics.lacity.org/> or by calling 213-978-1960.

GRANTEE, Subconsultants, and their Principals shall comply with these requirements and limitations. Violation of this provision shall entitle the City of Los Angeles to terminate its participation in this Agreement and pursue any and all legal remedies that may be available.

## 25. STATE TIDELANDS GRANTS

This Agreement is entered into in furtherance of and as a benefit to the State Tidelands Grants and the trusts created thereby.

This Agreement is at all times subject to the limitations, conditions, restrictions and reservations contained in and prescribed by the Act of the Legislature of the State of California entitled "An Act Granting to the City of Los Angeles the Tidelands and Submerged Lands of the State Within the Boundaries of Said City," approved June 3, 1929 (Stats. 1929, Ch. 651), as amended, and provisions of Article VI of the Charter of the City of Los Angeles relating to such lands.

This Agreement and all rights granted under the Agreement are subject to the restrictions, reservations and limitations of record, including those contained in Chapter 676, Statutes of 1911, Chapter 102, Statutes of 1925, Chapter 158, Statutes of 1935, Chapter 29, Statutes of 1956, First Extraordinary Session, Chapter 138, Statutes of 1964, First Extraordinary Session, the Charter of the City of Long Beach and the federal navigational servitude.

GRANTEE agrees that any interpretation of this Agreement and the terms contained herein must be consistent with such limitations, conditions, restrictions and reservations.

## 26. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without reference to the conflicts of law, rules and principles of such State. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated exclusively in the State or Federal courts located in the County of Los Angeles, State of California, in the judicial district required by court rules.

27. INTEGRATION

This Agreement contains the entire understanding and agreement between the parties hereto with respect to the matters referred to herein. No other representations, covenants, undertakings, or prior or contemporaneous agreements, oral or written, regarding such matters which are not specifically contained, referenced, and/or incorporated into this Agreement by reference shall be deemed in any way to exist or bind any of the parties. Each party acknowledges that it has not been induced to enter into the Agreement and has not executed the Agreement in reliance upon any promises, representations, warranties or statements not contained, referenced, and/or incorporated into the Agreement. **THE PARTIES ACKNOWLEDGE THAT THIS AGREEMENT IS INTENDED TO BE, AND IS, AN INTEGRATED AGREEMENT.**

28. SEVERABILITY

Should any part, term, condition or provision of this Agreement be declared or determined by any court of competent jurisdiction to be invalid, illegal or incapable of being enforced by any rule of law, public policy, or city charter, the validity of the remaining parts, terms, conditions or provisions of this Agreement shall not be affected thereby, and such invalid, illegal or unenforceable part, term, condition or provision shall be treated as follows: (a) if such part, term, condition or provision is immaterial to this Agreement, then such part, term, condition or provision shall be deemed not to be a part of this Agreement; or (b) if such part, term, condition or provision is material to this Agreement, then the parties shall revise the part, term, condition or provision so as to comply with the applicable law or public policy and to effect the original intent of the parties as closely as possible.

29. CONSTRUCTION OF AGREEMENT

This Agreement shall not be construed against the party preparing the same, shall be construed without regard to the identity of the person who drafted such and shall be construed as if all parties had jointly prepared this Agreement and it shall be deemed their joint work product; each and every provision of this Agreement shall be construed as though all of the parties hereto participated equally in the drafting hereof; and any uncertainty or ambiguity shall not be interpreted against any one party. As a result of the foregoing, any rule of construction that a document is to be construed against the drafting party shall not be applicable.

30. TITLES AND CAPTIONS

The parties have inserted the Section titles in this Agreement only as a matter of convenience and for reference, and the Section titles in no way define, limit, extend or describe the scope of this Agreement or the intent of the parties in including any particular provision in this Agreement.

31. MODIFICATION IN WRITING

This Agreement may be modified only by written agreement of all parties. Any such modifications are subject to all applicable approval processes required by, without limitation, each Cities' Charter and Administrative Code.

32. WAIVER

A failure of any party to this Agreement to enforce the Agreement upon a breach or default shall not waive the breach or default or any other breach or default. All waivers shall be in writing.

33. EXHIBITS; SECTIONS

All exhibits to which reference is made in this Agreement are deemed incorporated in this Agreement, whether or not actually attached. To the extent the terms of an exhibit conflict with or appear to conflict with the terms of the body of the Agreement, the terms of the body of the Agreement shall control. References to Sections are to Sections of this Agreement unless stated otherwise.

34. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute together one and the same instrument.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date to the left of their signatures.

THE CITY OF LOS ANGELES, by its Board of Harbor Commissioners

By signing below, I attest that I have no personal, financial, beneficial, or familial interest in this Agreement.

Dated: \_\_\_\_\_, 2026

By: \_\_\_\_\_

EUGENE D. SEROKA  
Executive Director

Attest: \_\_\_\_\_

AMBER M. KLESGES  
Board Secretary

APPROVED AS TO FORM AND LEGALITY

February 2, 2026  
HYDEE FELDSTEIN SOTO, City Attorney  
STEVEN Y. OTERA, General Counsel  
By: [Signature]  
Heather M. McCloskey, Deputy

THE CITY OF LONG BEACH, a municipal corporation acting by and through its Board of Harbor Commissioners

Dated: \_\_\_\_\_, 2026

By: \_\_\_\_\_

DR. NOEL HACEGABA  
Chief Executive Officer

APPROVED AS TO FORM

\_\_\_\_\_, 2026  
DAWN MCINTOSH, City Attorney  
By: \_\_\_\_\_  
Sudhir N. Lay, Deputy

ROCKETRUCK, INC.

By: Michael Craig Simon  
Michael Craig Simon, President & CEO  
(Print/type name and title)

Dated: January 28, 2026

By: Michael Craig Simon  
Michael Craig Simon, Secretary  
(Print/type name and title)

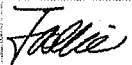
Date: 10-14-2025

Contractor/Vendor Name: RockeTruck, Inc.

Account#	562015	Project#	_____
Division#	42010	Task#	_____
Budget FY:		Amount:	
2025-26		\$150,000	
2026-27		\$100,000	
2027-28		\$50,000	
	TOTAL:	\$300,000	

For Acct/Budget Div. Use Only

Verified By: Erin O'Malley Digitally signed by Erin O'Malley  
Date: 2025.12.10 14:47:58 -08'00'

Verified Funds Available:  Digitally signed by Frank Liu  
Date: 2025.12.10 16:28:27 -08'00'

Date Approved: 12/10/25

# **Exhibit A**

**RockeTruck, Inc.  
Electric Vehicle DC Hub Demonstration Project**



RECIPIENT  <b>RockeTruck, Inc.</b>	AGREEMENT NUMBER  <b>EPC-24-025</b>
ADDRESS  2415 Auto Park Way Escondido, CA 92029	AGREEMENT TERM  <b>12/2/2024 – 12/31/2027</b>  The effective date of this Agreement is either the start date or the approval signature date by the California Energy Commission representative below, whichever is later. The California Energy Commission shall be the last party to sign. No work is authorized, nor shall any work begin, until on or after the effective date.

PROJECT DESCRIPTION  
 The parties agree to comply with the terms and conditions of the following Exhibits which are by this reference made a part of the agreement.

<b>Exhibit A – Scope of Work</b>	Page(s): 24
Exhibit A-1 – Project Schedule	Page(s): 2
<b>Exhibit B – Agreement Budget and Sub Budget CSLAUAS</b>	Page(s): 22
<b>Exhibit C – EPIC Standard Grant Terms and Conditions</b>	Page(s): 51
Exhibit C-1 – Confidential Products and Intellectual Property	Page(s): 3
<b>Exhibit D – Grant Special Terms and Conditions - Bankruptcy</b>	Page(s): 1
<b>Exhibit E – Contacts</b>	Page(s): 1

REIMBURSABLE AMOUNT	<b>\$ 4,000,000</b>
MINIMUM MATCH SHARE REQUIRED	<b>\$ 1,078,021</b>
TOTAL OF REIMBURSABLE AMOUNT AND MINIMUM MATCH	<b>\$ 5,078,021</b>

*The undersigned parties have read the attachments to this agreement and will comply with the standards and requirements contained therein.*

CALIFORNIA ENERGY COMMISSION		RECIPIENT	
AUTHORIZED SIGNATURE  <i>Nzube Okemiri</i>	DATE  12/23/2024	AUTHORIZED SIGNATURE  <i>Michael Simon</i>	DATE  12/20/2024
NAME <b>Nzube Okemiri</b>		NAME Michael Simon	
TITLE <b>Acting Contracts, Grants, and Loans Office Manager</b>		TITLE President & CEO	
CALIFORNIA ENERGY COMMISSION ADDRESS <b>715 P Street, MS 18, Sacramento, CA 95814</b>			

**Exhibit A  
Scope of Work  
RockeTruck, Inc.**

**I. TASK ACRONYM/TERM LISTS**

**A. Task List**

Task #	CPR <sup>1</sup>	Task Name
1		General Project Tasks
2		SST and CSC Design
3	X	EVDCH Architecture Layout
4		Procurement and Manufacturing
5	X	Laboratory Testing
6		System Installation
7		Field Testing and Evaluation
8		Evaluation of Project Benefits
9		Technology/Knowledge Transfer Activities

**B. Acronym/Term List**

Acronym/Term	Meaning
AC	Alternating Current
CAM	Commission Agreement Manager
CAO	Commission Agreement Officer
CEC	California Energy Commission
CHB	Cascade H-Bridge
CSC	Charge Station Converter
CPR	Critical Project Review
DAB	Dual Active Bridge
DC	Direct Current
DER	Distributed Energy Resource
DOE	Department of Energy
EV	Electric Vehicle
EVDCH	Electric Vehicle Direct Current Hub
kVA	Kilovolts of Apparent Power
MVA	Megavolts of Apparent Power
MVAC	Medium Voltage Alternating Current
MVDC	Medium Voltage Direct Current
SiC	Silicon Carbide
SST	Solid-State Transformer
TAC	Technical Advisory Committee

<sup>1</sup> 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**  
**RockeTruck, Inc.**

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

**A. Purpose of Agreement**

The purpose of this Agreement is to fund the development of an innovative medium-voltage direct current (MVDC) power distribution architecture to convert medium-voltage alternating current (MVAC) power from the grid to MVDC power, which is then distributed to direct current (DC) fast chargers. The key components of the proposed Electric Vehicle Direct Current Hub (EVDCH) architecture will be a solid-state transformer (SST) using in a "Cascade H-Bridge" (CHB) design, a network of charge station converters (CSCs) to interface with the electric vehicles (EVs) being charged, and a power distribution network connecting these components via a MVDC distribution bus. This innovative architecture will then be demonstrated at a charging station serving medium- and heavy-duty vehicles.

**B. Problem/ Solution Statement**

**Problem**

More than 1.1 million electric vehicle (EV) chargers are forecast to be needed to meet the full demand of the transportation sector.<sup>2</sup> With a push towards greater EV adoption to curb carbon emissions, facilities and homes installing charging equipment and other connected clean resources are requiring extensive and costly electrical upgrades to accommodate the additional load. Additionally, the growing number and size of energization projects has overwhelmed existing interconnection processes and has contributed to delays in completing requests for charger installations.<sup>3</sup> To address these problems, a new generation of EV chargers with improved performance is required.

Today's EV charging systems rely on alternating current (AC) power distribution to EV chargers, which requires installation of line frequency transformers and AC/DC power converters. AC power distribution imposes limits on efficiency and scalability, while also complicating the integration of DC-based distributed energy resources (DERs) that can support the grid. The potential to mitigate these problems by adopting DC power distribution has been recognized, but limitations on power electronics technology and reliance of existing EV chargers on AC power input have prevented DC power distribution from being implemented on a meaningful scale.

**Solution**

The Recipient has designed a novel EV charging architecture whose central components are a solid-state transformer (SST) using a Cascade H-Bridge design, a network of charge station converters (CSCs) to interface with the EVs being charged, and a power distribution network connecting these components via a DC distribution bus. The SST and CSC units will use the same silicon-carbide-based, dual active bridge power modules as their core building blocks to reduce costs and simplify maintenance. Use of silicon carbide (SiC) to achieve high switching

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<sup>2</sup> [Electric Vehicle Charging Infrastructure Assessment - AB 2127.](#)

<sup>3</sup> [Draft 2023 Integrated Energy Policy Report, chapter 1.](#)

## Exhibit A Scope of Work RockeTruck, Inc.

frequencies and eliminate the DC-to-AC conversion step will reduce the size of the SST and CSC units. SST components, and the methods used for integrating them, are expected to reduce shutdown time in the event of a short-circuit, thereby improving system resiliency and safety.

### C. Goals and Objectives of the Agreement

#### Agreement Goals

The goals of this Agreement are to:

- Develop EVDCH architecture and strategically integrate innovative components and technologies to maximize station efficiency and economic gains.
- Demonstrate that a DC power distribution architecture can charge EVs more efficiently and cost-effectively than an AC distribution architecture.
- Demonstrate that the benefits of DC power distribution are enhanced when DERs are integrated into the architecture to supplement or shift utilization of grid energy.

Ratepayer Benefits:<sup>4</sup> This Agreement will result in benefits to the ratepayer of greater electricity reliability, lower costs, and increased safety.

The EVDCH project will implement more efficient charging solutions to reduce the amount of energy loss during the power conversion process. This will complement load flexibility by reducing overall strain on grid infrastructure. Additionally, facilitating battery energy storage integration will improve electricity infrastructure resiliency and reliability by reducing peak loads even further. The EVDCH will enable integration of DERs with less power electronics equipment, lower circuit construction costs, reduced grid harmonics, and no degradation of power factor. If desired, the EVDCH can be programmed to function as a static Volt-Amps Reactive generator to increase the capacity of the AC-side feeder circuit in certain circumstances.

Improved power conversion and distribution efficiency will reduce energy consumption and related electricity costs. It is estimated that the EVDCH architecture will result in total energy savings of 5-7%, which is consistent with benefits predicted in various studies.<sup>5</sup> Energy savings come from reduced grid loss due to dynamic power factor control, SST efficiency improvement over line frequency transformers, lower distribution current, and charger efficiency improvements from DC/DC converter.

These benefits can be amplified using DERs to reduce dependence on grid power, which is an enhancement facilitated by the switch to a DC power distribution architecture because most DERs (e.g., solar PV, fuel cells, batteries) produce DC power. Furthermore, the SST design is

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<sup>4</sup> 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](http://docs.cpuc.ca.gov/PublishedDocs/WORD_PDF/FINAL_DECISION/167664.PDF)).

<sup>5</sup> One representative study that predicted 5-7% benefits is documented in Vossos, V.; Gerber, D.L.; Gaillet-Tournier, M.; Nordman, B.; Brown, R.; Bernal Heredia, W.; Ghatpande, O.; Saha, A.; Arnold, G.; and Frank, S.M., "Adoption Pathways for DC Power Distribution in Buildings," *Energies* 2022, 15, 786. <https://doi.org/10.3390/en15030786>.

## Exhibit A Scope of Work RockeTruck, Inc.

simpler and more compact than conventional transformer designs, and elimination of the AC-to-DC conversion stage at each charge dispenser will simplify these components. These simplifications are expected to reduce both capital and maintenance costs.

The SST used in the EVDCH architecture will be able to shut down 100 times faster than a conventional medium-voltage transformer, which reduces potential arc flash energy by the same factor of 100.<sup>6</sup> This will reduce the likelihood of an injury in the event of a major short-circuit or malfunction in the EVDCH system while also reducing collateral damage, thereby helping to reduce system down-time and maintenance expenses. Public safety will also be enhanced by the reductions in toxic pollutants that result if this project results in greater adoption of EVs and DERs, as expected.

Technological Advancement and Breakthroughs:<sup>7</sup> 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 increasing the value proposition of distributed energy resources to customers and the grid. Conventional AC power distribution complicates the integration of DERs with the grid, which in turn creates barriers to completing the grid upgrades necessary to achieve full compliance with recent California Air Resources Board (CARB) regulations including Advanced Clean Cars II<sup>8</sup> and Advanced Clean Fleets.<sup>9</sup> The Recipient will demonstrate a new DC power distribution architecture that facilitates the integration of DERs that rely on DC power, such as EV chargers and battery energy storage systems, principally by developing a new SST that steps down medium voltage AC power from the distribution grid (typically about 11-14 kV) and performs conversion to 1,500 volts DC, as opposed to conventional step-down transformers that drop the grid power to 480 volts AC but do not perform the conversion to DC. The United States Department of Energy (DOE) identified improvements in SST design as a key requirement for achievement of the types of grid upgrades required to achieve California's energy goals.<sup>10</sup> The DOE noted that the primary benefit of SST design, compared to a conventional line frequency (e.g., 60 Hz) transformer, is the ability to use a high frequency (HF) link that enables significant size and weight reductions at the same power rating.

This project's SST design will achieve this goal cost-effectively by utilizing a CHB design, which will minimize footprint and the complexity of installation and servicing. The SST will use a dual active-bridge (DAB) topology using state-of-the-art SiC electronics, which will contribute to

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<sup>6</sup> The prompt discharge current magnitude from DC filter capacitors in the SST power electronics will be lower than that of a typical 480V power transformer and the expected duration of discharge, less than 800 microseconds ( $\mu$ s), which is about 100 times lower than the 5-cycle clearing time of a typical MVAC circuit breaker. As a result, the arc flash energy is projected to be at least 100 times lower, enabling the SST to shut down 100 times faster than a conventional medium-voltage transformer – in about 10  $\mu$ s.

<sup>7</sup> 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.

<sup>8</sup> Advanced Clean Cars II. Requires all new passenger vehicles sold in California to be zero emissions by 2035.

<sup>9</sup> Advanced Clean Fleets. Requires drayage fleets, government fleets, and high-priority fleets to transition to zero-emission vehicles over the next two decades.

<sup>10</sup> U.S. Department of Energy, Solid State Power Substation Technology Roadmap, Office of Electricity, Transformer Resilience and Advanced Components (TRAC) Program, June 2020

## Exhibit A Scope of Work RockeTruck, Inc.

increased efficiency and a more compact design. The key recent technological advancement that will be incorporated in this proposed design is the application of 3300V SiC MOSFET devices that have achieved technological maturity within the last five years. This higher voltage enables an SST design with half as many higher voltage modules, thereby reducing component count and complexity.

These SST advancements, by enabling power distribution throughout a facility at 1500 VDC, will foster additional technological advancement by enabling use of smaller power distribution cables and simpler EV charge converters, which will not require AC-to-DC conversion stages. Using similar DAB power module technology in the SST and each CSC unit will increase parts commonality and thereby reduce total capital cost, while simplifying maintenance of the overall EVDCH architecture. Finally, DC power distribution will simplify the integration of DERs such as solar photovoltaic power and battery energy storage into the overall power architecture, which will help accelerate adoption of these technologies and foster additional innovations in these areas as demand increases and new entities enter the renewable power generation market.

The net result of these advancements is a grid-interfacing SST that can be installed in a facility with a 33% smaller footprint than a conventional transformer. Because the interfacing voltage is 1500VDC instead of 480VAC, the cost of the distribution circuit between the transformer and the charging stations is significantly reduced. Furthermore, because the higher distribution voltage reduces cable losses and electricity cost, the facility designer has the flexibility to locate the SST and the medium voltage grid interface further away from the actual charging dispenser locations. Finally, since the equipment at the charging dispenser does not have to convert AC power to DC power, the charging point equipment does not take up as much space. In areas with high property values, the reduced equipment footprint can reduce facility purchase or lease expenses, as well as enabling high power charging stations to be installed in congested urban locations where conventional stations might not fit. These features will increase the availability of high-power charging stations and help California achieve its transportation electrification goals.

### **Agreement Objectives**

The objectives of this Agreement are to:

- Design and produce an EVDCH architecture, including a solid state transformer and charge station converter, that comply with all relevant regulations and industry standards.
- Install EVDCH equipment to charge heavy-duty battery-electric vehicles at a high-power charging facility in a disadvantaged community that will environmentally and economically benefit from project activities.
- Demonstrate improvements in system safety and reliability compared to conventional high-power charging station architectures.
- Demonstrate that the installed EVDCH architecture reduces equipment footprint by one-third and improves charging efficiency by 5% without DERs and 10% with DERs.
- Develop and execute knowledge transfer and commercialization plans, demonstrating a pathway to commercial adoption at a total installed cost that is either competitive with that of competing systems, or whose operational benefits justify a higher installed cost.

**Exhibit A  
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**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.

**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

- 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.

## Exhibit A Scope of Work RockeTruck, Inc.

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:**

- Attend a "Kick-off" meeting with the CAM, and other CEC staff relevant to the Agreement. The Recipient's Project Manager and any other individuals deemed necessary by the CAM or the Project Manager shall participate in 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., Teams, Zoom), with approval of the CAM.

The Kick-off meeting will include discussion of the following:

- The CAM's expectations for accomplishing tasks described in the Scope of Work;
- An updated Project Schedule;
- Terms and conditions of the Agreement;
- Invoicing and auditing procedures;

**Exhibit A  
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RockeTruck, Inc.**

- Travel;
  - Equipment purchases;
  - Administrative and Technical products (subtask 1.1);
  - CPR meetings (subtask 1.3);
  - Monthly Calls (subtask 1.5)
  - Quarterly Progress reports (subtask 1.6)
  - Final Report (subtask 1.7)
  - Match funds (subtask 1.8);
  - Permit documentation (subtask 1.9);
  - Subawards(subtask 1.10);
  - Technical Advisory Committee meetings (subtasks 1.11 and 1.12);
  - Agreement changes;
  - Performance Evaluations; 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, 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.

## **Exhibit A Scope of Work RockeTruck, Inc.**

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 may 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.
- 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 may 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. A determination of unsatisfactory progress This may result in project delays, including a potential Stop Work Order, while the CEC determines whether the project should continue.
- 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(s)
- 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 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.

## Exhibit A Scope of Work RockeTruck, Inc.

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 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).
  - 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* organized by the tasks in the Agreement.

### Products:

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

## **MONTHLY CALLS, REPORTS AND INVOICES**

### **Subtask 1.5 Monthly Calls**

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

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

### **The CAM shall:**

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

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**The Recipient shall:**

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

**Product:**

- Email to CAM concurring with call summary notes.

**Subtask 1.6 Quarterly 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 *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 reporting period, 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. Progress reports are due to the CAM the 10th day of each January, April, July, and October. The Quarterly Progress Report template can be found on the ECAMS Resources webpage available at: <https://www.energy.ca.gov/media/4691>
- Submit a monthly or quarterly *Invoice* on the invoice template(s) provided by the CAM.

**Recipient Products:**

- Quarterly Progress Reports
- Invoices

**CAM Product:**

- Invoice template

**Subtask 1.7 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 1.7.1 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)

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**CAM Products:**

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

**Subtask 1.7.2 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 on Draft Final Report* 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 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.

**Products:**

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

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**CAM Product:**

- Written Comments on the Draft Final Report

**MATCH FUNDS, PERMITS, AND SUBAWARDS**

**Subtask 1.8 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. 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 application 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 application 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 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*)

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

**Subtask 1.9 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 1.10 Obtain and Execute Subawards and Agreements with Site Hosts**

The goals of this subtask is to ensure quality products and to execute subrecipients and site host agreements, as applicable, required to carry out the tasks under this Agreement consistent with the Agreement Terms and Conditions and the Recipient's own procurement and contracting policies and procedures.

**The Recipient shall:**

- Execute and manage subawards and coordinate subrecipient activities.
- Execute and manage site host agreements, and ensure the right to use the project site throughout the term of the Agreement, as applicable. A site host agreement is not required if the Recipient is the site host.

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- Notify the CEC in writing immediately, but no later than five calendar days, if there is a reasonable likelihood the project site cannot be acquired or can no longer be used for the project.
- Submit a letter to the CAM describing the subawards and any site host agreement needed or stating that no subawards or site host agreements are required.
- If requested by the CAM, submit a draft of each subaward and any site host agreement required to conduct the work under this Agreement to the CAM for review.
- If requested by the CAM, submit a final copy of each executed subaward and any site host agreement.
- If Recipient intends to add new subrecipients or change subrecipients, then the Recipient shall notify the CAM.

**Products:**

- Letter describing the subawards needed, or stating that no subawards are required
- Draft subaward (if requested)
- Final subaward (if requested)
- Draft site host agreement (if requested)
- Final site host agreement (if requested)

**TECHNICAL ADVISORY COMMITTEE**

**Subtask 1.11 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.

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- 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:

- 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 1.12.
- 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 1.12 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.

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- 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.
- 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 1.13 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 section of 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.

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- 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.*

**TASK 2 SOLID STATE TRANSFORMER (SST) AND CHARGE STATION CONVERTER (CSC) DESIGN**

The goals of this task are to complete the design work, engineering analyses, and trade studies necessary for final selection of components for the SST and CSC. Following these selections, designs will be refined to the detail necessary to design the EVDCH architecture under Task 3 and to manufacture and procure SST and CSC components under Task 4.

**The Recipient shall:**

- Develop electrical schematics at all levels of assembly.
- Conduct initial validation of electrical performance via Simulink modeling. Modelling will verify performance in steady-state operation, dynamic loading effects, input power line transients, startup and fault recovery where appropriate.
- Perform mechanical, electrostatic, and thermal analyses, including
  - Tabular inventory of mass properties and power losses.
  - Temperature rise of critical components.
  - Cooling system performance.
  - Strength and stiffness of critical component mounts and enclosure.
  - Suitability of insulation for continuous and transient electrical stress.
  - FEA will be employed where handbook analysis is insufficient.
- Develop detailed mechanical and electrical drawings.
- Review design documentation at both the concept and detailed level with project stakeholders such as TAC members, the local utility, and selected engineering support contractors.
- Develop information required to procure printed circuit boards.
- Maximize design process efficiencies by using common components in the SST and CSC designs.
- Produce a *Summary SST Design Package* covering non-proprietary details of the SST design.
- Produce a *Summary CSC Design Package* covering non-proprietary details of the CSC design.
- Develop software required for SST and CSC functionality.

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**Products:**

- Summary SST Design Package
- Summary CSC Design Package

**TASK 3: ELECTRIC VEHICLE DIRECT CURRENT HUB (EVDCH) ARCHITECTURE LAYOUT**

The goal of this task is to generate a complete layout of EVDCH architecture components, in sufficient detail, to guide the procurement of integration hardware under Task 4 and the process of installing EVDCH components under Task 5.

**The Recipient shall:**

- Review the physical and other relevant characteristics of the field demonstration site to support selection of locations for installation of all EVDCH components. Characteristics include but are not limited to:
  - Location of utility connection.
  - Locations of EV chargers.
  - Facility space available for installation of battery energy storage or other DERs.
  - Utility input power characteristics (e.g., power level, voltage).
  - Any relevant physical constraints.
- Develop layout drawings and installation guidelines in sufficient detail to support internal design reviews, discussions with other team members involved in the design process (e.g. demonstration site partner, TAC members, CEC reviewers, engineering contractor) and to guide internal personnel, external contractors, and inspectors involved in the EVDCH installation process. These drawings and guidelines include but are not limited to:
  - Master layout drawing for the overall architecture.
  - Detailed layout drawings for individual components.
  - Supporting notes and calculations.
  - Recommended installation steps including safety precautions and required installation tools.
- Prepare a *Summary EVDCH Layout Report* to capture essential elements of the proposed layout. Elements include, but are not limited to, the SST, EV charging hardware, power distribution cabling, any separate controls or data distribution hardware, and any DERs to be integrated into the architecture.
- Prepare a *CPR Report #1* in accordance with subtask 1.3 (CPR Meetings).
- Participate in a CPR meeting (CPR #1).

**Products:**

- Summary EVDCH Layout Report (draft and final)
- CPR Report #1

**TASK 4: PROCUREMENT AND MANUFACTURING**

The goals of this task are to procure all externally sourced parts and materials required to manufacture the SST, CSC units, and all other EVDCH components to be produced in-house.

**The Recipient shall:**

- Develop detailed documentation to guide procurement and manufacturing. Documentation includes, but is not limited to, the following:

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- Project Work Breakdown Structure.
- Bill of Material for each major EVDCH component.
- Assembly instructions for each product to be manufactured in-house.
- Execute required procurement and inventory management activities. Activities include, but are not limited to, the following:
  - Collect supplier identification and qualification.
  - Issue Purchase Orders.
  - Receive, inspect, and approve purchased parts and materials.
  - Manage inventory, including parts tracking.
- Develop a *Measurement & Verification Plan* for laboratory testing and field testing that includes, but is not limited to, the following:
  - Tests being conducted.
  - Critical metrics being validated.
  - Measurement tools for verification.
  - Desired certifications.

**Products:**

- Measurement & Verification Plan (draft and final)

**TASK 5: LABORATORY TESTING**

The goal of this task is to complete laboratory testing of all EVDCH components at Recipient and utility facilities in accordance with the M&V Plan developed under Task 4, prior to their installation at the field demonstration site under Task 6. This task will also encompass any testing performed at certification laboratory facilities for the purposes of securing industry certifications.

**The Recipient shall:**

- Procure and set up all test equipment required for in-house testing. Equipment includes, but is not limited to, the following:
  - 1.3 MVA MVAC stepwise variable power source.
  - Load simulator.
  - Hipot testing equipment.
  - Miscellaneous test equipment (e.g., oscilloscopes).
- Conduct in-house laboratory testing of the SST and CSC. Testing includes, but is not limited to, the following:
  - Dielectric testing.
  - Application of control power and verification of all protective circuits.
  - Low voltage input testing.
  - Testing at progressively higher voltages, leading to operation from no load to full load at maximum voltage.
  - Performance and validation testing of the SST at full load for 24-48 hours and each CSC at full power for 8 hours.
  - Testing of one CSC in connection with SST, followed by testing of multiple CSCs with the SST.
  - Monitoring and documentation of SST and CSC temperature increases at key points.
  - Verification of multiple points on regulation curves for charging batteries at voltages ranging from 400 volts DC to 800 volts DC.

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- Test key EVDCH components (such as the SST and CSC) at partner utility laboratory, utilizing equipment not available in-house.
- Determine EVDCH components requiring third-party certification and complete certification testing and associated activities at Nationally Recognized Testing Laboratory.
- Prepare a draft *Measurement & Verification Report* that includes, but is not limited to, the following:
  - High-level executive summary discussing:
    - Process and general results of the laboratory testing.
    - Major technical or certification issues encountered and methods employed to resolve them.
    - Broad lessons learned from the laboratory testing phase of the project.
  - Detailed sections discussing:
    - Specific results of testing of each EVDCH component and sub-assembly.
    - Specific technical or certification issues encountered, and methods employed to resolve them.
    - Detailed lessons learned from the laboratory testing phase of the project.
- Prepare a *CPR Report #2* in accordance with subtask 1.3 (CPR Meetings).
- Participate in a CPR meeting (CPR #2).

**Products:**

- Measurement & Verification Report (draft and final)
- CPR Report #2

**TASK 6: SYSTEM INSTALLATION**

The goals of this task are to transport all EVDCH components to the project demonstration site, acquire all permits required for their installation, and complete the installation and commissioning of the EVDCH.

**The Recipient shall:**

- Deliver all required documentation to installation contractor, including the engineering drawings and plans and installation procedures.
- Obtain all necessary permits and approvals for EVDCH installation with the support of installation contractor.
- Transport all EVDCH equipment to the field demonstration site.
- Install EVDCH equipment in coordination with demonstration site partner.
- Test EVDCH equipment on site and make any changes or upgrades necessary to achieve desired functionality.
- Generate *Photographic Documentation* of the EVDCH installation.
- Certify that installed equipment is ready for field testing and evaluation.
- Develop a *Final Installation Report* documenting installation and commissioning activities including, but not limited to, a high-level summary of installation procedures, permits received, and changes or upgrades needed to achieve functionality.

**Products:**

- Photographic Documentation
- Final Installation Report

**Exhibit A**  
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**TASK 7: FIELD TESTING & EVALUATION**

The goal of this task is to perform field validation of the EVDCH architecture, including at least six months of utilization under real-world operating conditions.

**The Recipient shall:**

- Provide field demonstration partner with all documentation necessary to support the field demonstration. Documentation includes but is not limited to:
  - Training manuals.
  - Maintenance manuals.
- Designate a field engineer as fleet operator's main point of contact for the field demonstration.
- Conduct weekly reviews with field demonstration partner to monitor progress and resolve issues.
- Utilize data loggers to monitor all aspects of EVDCH performance, including but not limited to:
  - Power levels (total architecture and each charger).
  - Energy consumption.
  - Power conversion and overall grid-to-EV charging efficiency.
  - System and component reliability.
  - Charger availability.
- Prepare a draft *Field Demonstration Report* that includes, but is not limited to:
  - High-level executive summary discussing:
    - Process and general results of the field testing.
    - Major technical or certification issues encountered, and methods employed to resolve them.
    - Broad lessons learned from the field testing phase of the project, including broad efficiency and economic benefits achieved.
  - Detailed sections discussing:
    - Specific results of testing each EVDCH component and sub-assembly.
    - Specific technical or certification issues encountered, and methods employed to resolve them.
    - Lessons learned from the field testing phase of the project, including efficiency and economic benefits achieved.

**Products:**

- Field Demonstration Report (draft and final)

**TASK 8: 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 January 31st of each year. The Annual Survey includes but is not limited to the following information:
  - Technology commercialization progress

**Exhibit A**  
**Scope of Work**  
**RockeTruck, Inc.**

- 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.
- 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 Survey(s)
- Final Project Benefits Questionnaire
- Documentation of Project Profile on EnergizeInnovation.fund
- Documentation of Organization Profile on EnergizeInnovation.fund

**TASK 9: TECHNOLOGY/KNOWLEDGE TRANSFER ACTIVITIES**

The goal of this task is to ensure the technological learning that resulted from the demonstration(s) is captured and disseminated to the range of professions that will be responsible for future deployments of this technology or similar technologies.

**The Recipient Shall:**

- Develop and submit a *Project Case Study Plan* that outlines how the Recipient will document the planning, construction, commissioning, and operation of the technology or system being demonstrated. The Project Case Study Plan should include:
  - An outline of the objectives, goals, and activities of the case study.
  - The organization that will be conducting the case study and the plan for conducting it.
  - A list of professions and practitioners involved in the technology's deployment.
  - Specific activities the recipient will take to ensure the learning that results from the project is disseminated to those professions and practitioners.
  - Presentations/webinars/training events to disseminate the results of the case study.
- Present the draft *Project Case Study Plan* to the TAC for review and comment.

**Exhibit A**  
**Scope of Work**  
**RockeTruck, Inc.**

- Develop and submit a *Summary of TAC Comments* that summarizes comments received from the TAC members on the draft *Project Case Study 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 *Project Case Study Plan* to the CAM for approval.
- Execute the final *Project Case Study Plan* and develop and submit a *Project Case Study*.
- When directed by the CAM, develop presentation materials for a CEC sponsored conference/workshop(s) on the project.
- When directed by the CAM, participate in annual EPIC symposium(s) sponsored by the California 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:**

- Project Case Study Plan (draft and final)
- Summary of TAC Comments
- Project Case Study (draft and final)
- High Quality Digital Photographs

**V. PROJECT SCHEDULE**

Please see the attached Excel spreadsheet.

ENERGY RESEARCH, DEVELOPMENT, AND DEMONSTRATION AGREEMENTS  
 Exhibit A - Scope of Work  
 Rocketruck, Inc.  
 V. PROJECT SCHEDULE

Agreement Term: 12-2-2024 to 12-31-2027

Within this Scope of Work, "days" means business days.

Changes to due dates must be approved in writing by the CAM, and may require approval by the CEC's Executive Director or his/her designee.

Task/ Subtask #	Task/Subtask Name	Meeting Name	Product(s)	Due Date
1	General Project Tasks			
1.1	Products			
1.2	Kick-off Meeting	Kick-off Meeting		12/16/2024
			Kick-off Meeting Presentation	5 days prior to Kick-off Meeting
			Updated Project Schedule	5 days after determination of the need to update the documents
			Match Funds Status Letter (subtask 1.7)	5 days prior to Kick-off Meeting
			Permit Status Letter (subtask 1.8)	5 days prior to Kick-off Meeting
			CAM Product	
			Kick-off Meeting Agenda	7 days prior to the kick-off meeting
1.3	CPR Meeting	CPR Meeting #1		10/31/2025
		CPR Meeting #2		9/30/2026
			CPR Report(s)	15 days prior to the CPR meeting
			CAM Products	
			CPR Agenda	5 days prior to the CPR meeting
			Progress Determination	As indicated in the Schedule for Providing a Progress Determination
1.4	Final Meeting	Final Meeting		9/29/2027
			Final Meeting Agreement Summary (if applicable)	7 days after the final meeting
			Schedule for Completing Agreement Closeout Activities	7 days after the final meeting
			All Final Products	7 days after the final meeting
1.5	Monthly Calls		Email to CAM concurring with call summary notes	5 days after the call
1.6	Quarterly Progress Reports and Invoices		Quarterly Progress Reports	10 days after the first of the months of January, April, July, and October.
			Invoices	10 days after the first of each month or quarter
			CAM Products	
			Invoice Template	7 days prior to the kick-off meeting
1.7	Final Report			
1.7.1	Final Report Outline		Draft Final Report Outline	3/3/2027
			Final Report Outline	4/2/2027
			CAM Products	
			Energy Commission Style Manual	2/3/2027
			Comments on Draft Final Report Outline	10 days after receipt of the Draft Final Report Outline
			Approval of Final Report Outline	10 days after receipt of the Final Report Outline
1.7.2	Final Report		Summary of TAC Comments on Draft Final Report	5/5/2027
			Draft Final Report	5/5/2027
			Written Responses to Comments (if applicable)	15 days after receipt of the Draft Final Report
			Final Report	7/7/2027
			CAM Products	
			Written Comments on Draft Final Report	15 days after receipt of the Draft Final Report

**ENERGY RESEARCH, DEVELOPMENT, AND DEMONSTRATION AGREEMENTS**  
**Exhibit A - Scope of Work**  
**RockeTruck, Inc.**  
**V. PROJECT SCHEDULE**

Task/ Subtask #	Task/Subtask Name	Meeting Name	Product(s)	Due Date
1.8	Match Funds		Match Funds Status Letter	2 days prior to the kick-off meeting
			Supplemental Match Funds Notification Letter (if applicable)	10 days after receipt of additional match funds
			Match Funds Reduction Notification Letter (if applicable)	10 days after any reduction of match funds
1.9	Permits		Permit Status Letter	2 days prior to the kick-off meeting
			Updated List of Permits (if applicable)	10 days after determination of the need for a new permit
			Updated Schedule for Acquiring Permits (if applicable)	10 days after determination of the need for a new permit
			Copy of Each Approved Permit (if applicable)	7 days after receipt of each permit
1.10	Obtain and Execute Subawards and Agreements with Site Hosts		Letter describing the subawards needed, or stating that no subawards are required	As determined by the CAM
			Draft subaward (if requested)	As determined by the CAM
			Final subaward (if requested)	As determined by the CAM
			Draft site host agreement (if requested)	As determined by the CAM
			Final site host agreement (if requested)	As determined by the CAM
1.11	Technical Advisory Committee (TAC)		List of Potential TAC Members	2 days prior to the kick-off meeting
			List of TAC Members	7 days after finalization of the TAC
			Documentation of TAC Member Commitment	7 days after receipt of the documentation
1.12	TAC Meetings	TAC Meeting #1		10/31/2025
		TAC Meeting #2		9/30/2026
			Draft TAC Meeting Schedule	20 days after the kickoff meeting
			Final TAC Meeting Schedule	10 days after the first TAC meeting
			Draft TAC Meeting Agendas	20 days prior to each TAC meeting
			TAC Meeting Back-up Materials	20 days prior to each TAC meeting
			Final TAC Meeting Agenda	7 days prior to each TAC meeting
			TAC Meeting Summaries	10 days after each TAC meeting
1.13	Project Performance Metrics		TAC Performance Metrics Summary	10 days after first TAC meeting
			Project Performance Metrics Results	Same date as the Draft Final Report due date
<b>Technical Tasks</b>				
2	SST and CSC Design		Summary SST Design Package	6/30/2025
			Summary CSC Design Package	6/30/2025
3	EVDCH Architecture Layout		Draft Summary EVDCH Layout Report	9/30/2025
			Final Summary EVDCH Layout Report	10/31/2025
			CPR Report #1	10/31/2025
4	Procurement & Manufacturing		Draft Measurement & Verification Plan	6/30/2025
			Final Measurement & Verification Plan	12/31/2025
5	Laboratory Testing		Draft Measurement & Verification Report	6/30/2026
			Final Measurement & Verification Report	9/30/2026
			CPR Report #2	9/30/2026
6	System Installation		Photographic Documentation	12/31/2026
			Final Installation Report	12/31/2026
7	Field Demonstration		Draft Field Demonstration Report	6/30/2027
			Final Field Demonstration Report	7/31/2027
8	Evaluation of Project Benefits		Initial Project Benefits Questionnaire	30 days after the kick-off meeting
			Annual Survey(s)	January 31st of each agreement year
			Final Project Benefits Questionnaire	Same date as the Draft Final Report due date
			Documentation of Project Profile on EnergizeInnovation.fund	30 days after the Kick-off Meeting
			Documentation of Organization Profile on EnergizeInnovation.fund	30 days after the Kick-off Meeting
9	Technology/Knowledge Transfer Activities		Draft Project Case Study Plan	30 days prior to TAC Meeting #1
			Final Project Case Study Plan	30 days after TAC Meeting #1
			Summary of TAC Comments	30 days after TAC Meeting #1
			Draft Project Case Study	Same date as the Draft Final Report due date
			Final Project Case Study	30 days after the Draft Project Case Study due date
		High Quality Digital Photographs	Same date as the Draft Final Report due date	

## Workbook Instructions

**Input Data:** Enter information as required in all cells highlighted in Blue.

**Restricted Editing:** All cells not highlighted in Blue are locked from editing. Locked cells include: cells with formulas highlighted in Gray or Light Yellow, cells with no color fill (white), etc.

**For the Agreement Budget Template ONLY: Colored Tabs:**

The "Equipment" and "Subrecipients & Vendors" budget category tabs are colored **ORANGE** to indicate that line item details can be entered for these budget categories. The other budget category tabs (Direct Labor, Fringe Benefits, Travel, Materials & Misc., and Indirect Costs & Profit) only contain category totals.

**Regarding Confidential Information:** Avoid disclosing trade secrets and confidential information on any agreement document, since these documents are publicly accessible.

### Rules for decimal places on values:

- **Budget and Invoice values:**
  - Rounding of any values, as described below, should be performed using standard rounding practices.
  - For all currency rates (e.g., Direct Labor, and Unit Cost): Round to the cent (\$0.01).
  - For all percentage rates (e.g., Fringe Benefits, Indirect Cost, and Profit): Round to a maximum of two decimal places of a percent (e.g., 25.12%). You can round to less if desired, such as one decimal place (e.g., 25.1%), or zero decimal places (e.g., 25%).
  - For all quantity values (e.g., # of hours, # of months, and # of units): Round to a maximum of two decimal places (e.g., 50.12). You can round to less if desired, such as one decimal place (e.g., 50.1), or zero decimal places (e.g., 50).
- **Budget values:**
  - For entered and totaled (via calculation) CEC and Match share budget values: Round to the dollar (\$1).
  - For all calculated currency values (e.g., rate x hours, rate x months, base amount, and rate x base amount): Round to the dollar (\$1).
- **Invoice values:**
  - For entered and totaled (via calculation) CEC and Match share expense invoice values: Round to the cent (\$0.01).
  - For all calculated currency values (e.g., rate x hours, rate x months, base amount, and rate x base amount): Round to the cent (\$0.01).
  - **SPECIAL CIRCUMSTANCE for calculated currency values:** ONLY if a calculated value (e.g., rate x hours = actual labor expense) does NOT equal the actual expense, because of the decimal place rules provided for rates and quantity values listed above, it is acceptable to use as many decimal places as necessary for rates and quantity values listed above to ensure that the calculated value DOES equal the actual expense.

### Invoice Supporting Documentation Requirements, per Budget Category:

The list below contains the supporting documentation that is required to be submitted with an invoice. **IMPORTANT:** The recipient and subrecipients must still retain supporting documentation for all project expenses in case of an audit ("supporting documents" are also known as "backup documents").

- **Direct Labor** – No supporting documentation required with invoice.
- **Fringe Benefits** – No supporting documentation required with invoice.
- **Travel** - Receipts are required only for: Lodging, Airfare, Rental car (including gasoline expenses), Bus/train. Travel Form required for all travel included on an invoice
- **Equipment** – 1) For equipment that is equal to or greater than \$100,000 per line item total (including both CEC and Match Funds), documentation showing the payment terms must be provided to the CAM. 2) CAM must be able to verify equipment purchases for: 1) equipment with a per line item incurred cost of \$500,000 or greater; or 2) a single equipment vendor with \$500,000 or more in equipment incurred costs. See Invoice Review Checklist for methods to verify.
- **Materials & Miscellaneous** – Receipt required for any line item total that is \$5,000 or more.

- **Subrecipients & Vendors** – Major subrecipients (Budget of \$100k or more) follow the same budget requirements as the Recipient when submitting an invoice. For Minor subrecipients and Vendors, subrecipient or vendor invoice required. The subrecipient (major) should not include retention on their invoice template, so that retention will not be double counted. Doing this puts the responsibility on the recipient to determine how much retention to retain, if any, from their subrecipients based on their contractual agreements with their subrecipients and the CEC.
- **Indirect Costs & Profit** – No supporting documentation required with invoice.

**Adding Rows:** If additional rows are needed within a section, unhide the hidden rows (i.e., select the row directly above and below the hidden rows, then right-click the selection and select "Unhide"). Hide any unused rows. **DO NOT USE THE LAST TWO ROWS THAT ARE MARKED "CEC USE ONLY"**. If all but the last 2 rows are used, and more rows are required, please contact the ECAMS Support team (ECAMS.Support@energy.ca.gov).

**FOR ECAMS SUPPORT TEAM ONLY: ADDING ROWS:**

To add additional rows and maintain the formulas within the totals, (1) unprotect the sheet, (2) copy the second to the last row in the section, (3) insert the copied row just above the last row, (4) repeat steps 2 - 3 as required, (5) correct formatting and REFERENCE IDs as required, (6) delete "CEC USE ONLY" from all but the last two rows in the section, and (7) re-protect the sheet.

**Updating Modification Date on Budgets:**

After making modifications to a budget file, update the modification date as described below.

- **Budget Worksheet file** – Update the "*Date of Last Budget Worksheet Modification*" to the date the modifications were completed. Update the "Date of Last Budget Worksheet Modification" in cell D1 of the "Category Budget" tab—this updates the rest of the tabs in the template.
- **Agreement Budget file** – Update the "*Date of Last Approved Agreement Budget Modification*" to the date the modifications were approved. Update the "Date of Last Approved Agreement Budget Modification" in cell D1 of the "Category Budget" tab—this updates the rest of the tabs in the template.

**FOR ECAMS SUPPORT TEAM ONLY: UPDATING "TEMPLATE VERSION" DATE:**

After making modifications to a budget or invoice template, update the "*Template Version*" date to the date the modifications were completed. For the budget templates, update the "*Template Version*" date in cell A1 of the "Category Budget" tab—this updates the rest of the tabs in the template. For the invoice templates, update the "*Template Version*" date in cell A1 of the "Invoice Payment Cover Sheet" tab—this updates the rest of the tabs in the template.

**ECAMS Support:** For support on how to complete this template, please visit the ECAMS Resources web page. The link to this web page is provided in the cell below:

<https://www.energy.ca.gov/funding-opportunities/funding-resources/ecams-resources>

**AGREEMENT BUDGET**

**Category Budget**

<b>Agreement Number</b>	EPC-24-025		
<b>Name of Organization</b>	RockeTruck, Inc.		
Recipient			
Small Business			
<b>Cost Category</b>	<b>CEC Share</b>	<b>Match Share</b>	<b>Total</b>
Direct Labor	\$ 1,101,875	\$ 275,625	\$ 1,377,500
Fringe Benefits	\$ 495,844	\$ 124,031	\$ 619,875
<b>Total Labor</b>	<b>\$ 1,597,719</b>	<b>\$ 399,656</b>	<b>\$ 1,997,375</b>
Travel	\$ -	\$ 40,000	\$ 40,000
Equipment	\$ 84,000	\$ -	\$ 84,000
Materials/Miscellaneous	\$ 731,000	\$ 45,000	\$ 776,000
Subrecipients/Vendors	\$ 395,945	\$ 320,000	\$ 715,945
<b>Total Other Direct Costs</b>	<b>\$ 1,210,945</b>	<b>\$ 405,000</b>	<b>\$ 1,615,945</b>
Indirect Costs	\$ 1,191,336	\$ 273,365	\$ 1,464,701
Profit (not allowed for grant recipients)	\$ -	\$ -	\$ -
<b>Total Indirect and Profit</b>	<b>\$ 1,191,336</b>	<b>\$ 273,365</b>	<b>\$ 1,464,701</b>
<b>Grand Totals</b>	<b>\$ 4,000,000</b>	<b>\$ 1,078,021</b>	<b>\$ 5,078,021</b>
<b>Total CEC Reimbursable Funds Spent in California or Paid to California-Based Entities (if applicable)</b>	<b>\$ 3,960,000</b>		
<b>Percentage of CEC Reimbursable Funds Spent in California or Paid to California-Based Entities</b>	<b>99.00%</b>		

**AGREEMENT BUDGET**

**Direct Labor (Unloaded)**

**EPC-24-025: RockeTruck, Inc.**

	<b>CEC Share</b>	<b>Match Share</b>	<b>Total</b>
<b>Grand Totals</b>	<b>\$ 1,101,875</b>	<b>\$ 275,625</b>	<b>\$ 1,377,500</b>

**AGREEMENT BUDGET**

**Fringe Benefits**

**EPC-24-025: RockeTruck, Inc.**

	<b>CEC Share</b>	<b>Match Share</b>	<b>Total</b>
<b>Grand Totals</b>	<b>\$ 495,844</b>	<b>\$ 124,031</b>	<b>\$ 619,875</b>

**AGREEMENT BUDGET**

**Travel**

**EPC-24-025: RockeTruck, Inc.**

	<b>CEC Share</b>	<b>Match Share</b>	<b>Total</b>
<b>Grand Totals</b>	\$ -	\$ 40,000	\$ 40,000

**AGREEMENT BUDGET**

**Equipment**

EPC-24-025: RockeTruck, Inc.

Reference ID	Task #	Seller of Item(s)	Description	Purpose	# of Units	Unit Cost	Total: # of Units x Unit Cost	CEC Share	Match Share	Total	Line Item Revised Since Last Approved Budget?	Revision Notes
E-1	4	TBD - Fabrication Engineering	SST Enclosure	integrate and consolidate DC-to-AC power's safe and organized housing for positive signal transfer, measure voltage levels, and troubleshoot	1.00	\$ 12,000.00	\$ 12,000	\$ 12,000	\$ -	\$ 12,000	Select Yes or No	
E-2	4	TBD - Electrical Equipment	Switchgear Cabinet		1.00	\$ 50,000.00	\$ 50,000	\$ 50,000	\$ -	\$ 50,000	Select Yes or No	
E-3	5	TBD - Electrical Equipment	Oscilloscope		1.00	\$ 22,000.00	\$ 22,000	\$ 22,000	\$ -	\$ 22,000	Select Yes or No	
E-4					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No	
E-5					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No	
E-6					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No	
E-7					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No	
E-8					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No	
E-9					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No	
E-10					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No	
E-11					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No	
<b>Grand Totals</b>								<b>\$ 84,000</b>	<b>\$ -</b>	<b>\$ 84,000</b>		

**Worksheet Specific Instructions**

**CONDITIONAL FORMATTING APPLIED;** if the "Line Item Revised Since Last Approved Budget?" column is changed to Yes, the text in the entire row will turn red in order to highlight the change.

**AGREEMENT BUDGET**

**Materials & Miscellaneous**

**EPC-24-025: RockeTruck, Inc.**

	<b>CEC Share</b>	<b>Match Share</b>	<b>Total</b>
<b>Grand Totals</b>	<b>\$ 731,000</b>	<b>\$ 45,000</b>	<b>\$ 776,000</b>

**AGREEMENT BUDGET**

**Subrecipients & Vendors**

EPC-24-025: RockeTruck, Inc.

Subrecipients										
Reference ID	Task #	Subrecipient (Please Use Legal Name)	Entity Number (CA Secretary of State)	Purpose	CA Business Certifications DVBE/SB/MB/None	CEC Share	Match Share	Total	Line Item Revised Since Last Approved Budget?	Revision Notes
S-1	7, 8, 9	Cal State LA University Auxiliary Services, Inc.	1343081	Community Based Organization - Identify key industry and academic stakeholders to involve in Site Operations	None	\$ 201,000	\$ -	\$ 201,000	Select Yes or No	
S-2	2, 6, 7	ZEEM SOLUTIONS, LLC	202122410252	Incorporate DC hub	Small Business	\$ -	\$ 200,000	\$ 200,000	Select Yes or No	
S-3	7, 8, 9	The Coalition for Clean Air	609952	Community Based Organization - Identify key investor-owner unity	None	\$ 99,917	\$ -	\$ 99,917	Select Yes or No	
S-4	All	Southern California Edison Company	57827	Assist in testing and certification activities	None	\$ -	\$ 120,000	\$ 120,000	Select Yes or No	
S-5					None	\$ -	\$ -	\$ -	Select Yes or No	
S-6					None	\$ -	\$ -	\$ -	Select Yes or No	
S-7					None	\$ -	\$ -	\$ -	Select Yes or No	
S-8					None	\$ -	\$ -	\$ -	Select Yes or No	
S-9					None	\$ -	\$ -	\$ -	Select Yes or No	
S-10					None	\$ -	\$ -	\$ -	Select Yes or No	
<b>Subrecipient Totals</b>						<b>\$ 300,917</b>	<b>\$ 320,000</b>	<b>\$ 620,917</b>		

Vendors										
Reference ID	Task #	Vendor (Please Use Legal Name)	Entity Number (CA Secretary of State)	Purpose	CA Business Certifications DVBE/SB/MB/None	CEC Share	Match Share	Total	Line Item Revised Since Last Approved Budget?	Revision Notes
V-1	6	TBD - Electrical Contractor		Electrical Installation Contractor	None	\$ 95,028	\$ -	\$ 95,028	Select Yes or No	
V-2					None	\$ -	\$ -	\$ -	Select Yes or No	
V-3					None	\$ -	\$ -	\$ -	Select Yes or No	
V-4					None	\$ -	\$ -	\$ -	Select Yes or No	
V-5					None	\$ -	\$ -	\$ -	Select Yes or No	
V-6					None	\$ -	\$ -	\$ -	Select Yes or No	
V-7					None	\$ -	\$ -	\$ -	Select Yes or No	
V-8					None	\$ -	\$ -	\$ -	Select Yes or No	
V-9					None	\$ -	\$ -	\$ -	Select Yes or No	
V-10					None	\$ -	\$ -	\$ -	Select Yes or No	
<b>Vendor Totals</b>						<b>\$ 95,028</b>	<b>\$ -</b>	<b>\$ 95,028</b>		

Subrecipients & Vendors Grand Totals			
	CEC Share	Match Share	Total
<b>Grand Totals</b>	<b>\$ 395,945</b>	<b>\$ 320,000</b>	<b>\$ 715,945</b>

**Worksheet Specific Instructions**  
 CONDITIONAL FORMATTING APPLIED: If the "Line Item Revised Since Last Approved Budget?" column is changed to Yes, the text in the entire row will turn red in order to highlight the change.

**AGREEMENT BUDGET**

**Indirect Costs and Profit**

**EPC-24-025: RockeTruck, Inc.**

Select an Indirect Cost Rate Option

**Indirect Cost(s)**

	<b>CEC Share</b>	<b>Match Share</b>	<b>Total</b>
<b>Indirect Costs Grand Totals</b>	\$ 1,191,336	\$ 273,365	\$ 1,464,701

**Profit**

	<b>CEC Share</b>	<b>Match Share</b>	<b>Total</b>
<b>Profit Grand Totals</b>	\$ -	\$ -	\$ -

**AGREEMENT BUDGET**

Budget Updates after Agreement Execution

EPC-24-025: RockeTruck, Inc.

Change #	Date Approved	Budget Categories	All values should be rounded to the dollar (\$1)					Brief Description of and Justification for Change	Total Amount of CEC Funds Moving Between Categories	Cumulative CEC Total (will reset after DD review)	Has this budget been approved by the Division Director (DD)?**	
			CEC Share Funds			Match Share Funds						
			FROM (Approved Budget Totals)	TO (Revised Budget Totals)	Amount of CEC Funds Moving Between Categories	FROM (Approved Budget Totals)	TO (Revised Budget Totals)					Amount of Match Funds Moving Between Categories
1		Direct Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$0	\$0	Select Yes or No
		Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Materials/Misc.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Subrecipients/Vendors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Indirect Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Profit (not allowed for grant recipients)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Reallocation Decrease Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Reallocation Increase Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Total Budget Reallocation Between Budget Categories	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		2		Direct Labor	\$ -	\$ -	\$ -	\$ -				
Fringe Benefits	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -				
Travel	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -				
Equipment	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -				
Materials/Misc.	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -				
Subrecipients/Vendors	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -				
Indirect Cost	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -				
Profit (not allowed for grant recipients)	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -				
Totals	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -				
Reallocation Decrease Subtotal	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -				
Reallocation Increase Subtotal	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -				
Total Budget Reallocation Between Budget Categories	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -				
3				Direct Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$0
		Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Materials/Misc.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Subrecipients/Vendors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Indirect Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Profit (not allowed for grant recipients)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Reallocation Decrease Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Reallocation Increase Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Total Budget Reallocation Between Budget Categories	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		4		Direct Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Fringe Benefits	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -				
Travel	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -				
Equipment	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -				
Materials/Misc.	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -				
Subrecipients/Vendors	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -				
Indirect Cost	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -				
Profit (not allowed for grant recipients)	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -				
Totals	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -				
Reallocation Decrease Subtotal	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -				
Reallocation Increase Subtotal	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -				
Total Budget Reallocation Between Budget Categories	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -				
10				Direct Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$0
		Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Materials/Misc.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Subrecipients/Vendors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Indirect Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Profit (not allowed for grant recipients)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Reallocation Decrease Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Reallocation Increase Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Total Budget Reallocation Between Budget Categories	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				

**Worksheet Specific Instructions**

**Rounding:** All budget values should be rounded to the dollar (\$1). Rounding of any values should be performed using standard rounding practices.

**\*\*Regarding Division Director Approval:** The cumulative total will reset automatically when it passes \$300K, or the budget has been approved by the Division Director for any other reason listed in the Changes to Grants: Level of Approval and Notification Chart.

**CONDITIONAL FORMATTING APPLIED:** If the amount of funding (CEC or Match Share funds) moving between categories is positive, the corresponding Category Budget cell will turn green with conditional formatting (dark green text, light green fill).

**CONDITIONAL FORMATTING APPLIED:** If the amount of funding (CEC or Match Share funds) moving between categories is negative, the corresponding Category Budget cell will turn red with conditional formatting (dark red text, light red fill).

## Workbook Instructions

**Input Data:** Enter information as required in all cells highlighted in Blue.

**Restricted Editing:** All cells not highlighted in Blue are locked from editing. Locked cells include: cells with formulas highlighted in Gray or Light Yellow, cells with no color fill (white), etc.

**For the Agreement Budget Template ONLY: Colored Tabs.**

The "Equipment" and "Subrecipients & Vendors" budget category tabs are colored **ORANGE** to indicate that line item details can be entered for these budget categories. The other budget category tabs (Direct Labor, Fringe Benefits, Travel, Materials & Misc., and Indirect Costs & Profit) only contain category totals.

**Regarding Confidential Information:** Avoid disclosing trade secrets and confidential information on any agreement document, since these documents are publicly accessible.

### Rules for decimal places on values:

- **Budget and Invoice values:**
  - Rounding of any values, as described below, should be performed using standard rounding practices.
  - For all currency rates (e.g., Direct Labor, and Unit Cost): Round to the cent (\$0.01).
  - For all percentage rates (e.g., Fringe Benefits, Indirect Cost, and Profit): Round to a maximum of two decimal places of a percent (e.g., 25.12%). You can round to less if desired, such as one decimal place (e.g., 25.1%), or zero decimal places (e.g., 25%).
  - For all quantity values (e.g., # of hours, # of months, and # of units): Round to a maximum of two decimal places (e.g., 50.12). You can round to less if desired, such as one decimal place (e.g., 50.1), or zero decimal places (e.g., 50).
- **Budget values:**
  - For entered and totaled (via calculation) CEC and Match share budget values: Round to the dollar (\$1).
  - For all calculated currency values (e.g., rate x hours, rate x months, base amount, and rate x base amount): Round to the dollar (\$1).
- **Invoice values:**
  - For entered and totaled (via calculation) CEC and Match share expense invoice values: Round to the cent (\$0.01).
  - For all calculated currency values (e.g., rate x hours, rate x months, base amount, and rate x base amount): Round to the cent (\$0.01).
  - **SPECIAL CIRCUMSTANCE for calculated currency values:** ONLY if a calculated value (e.g., rate x hours = actual labor expense) does NOT equal the actual expense, because of the decimal place rules provided for rates and quantity values listed above, it is acceptable to use as many decimal places as necessary for rates and quantity values listed above to ensure that the calculated value DOES equal the actual expense.

### Invoice Supporting Documentation Requirements, per Budget Category:

The list below contains the supporting documentation that is required to be submitted with an invoice. **IMPORTANT:** The recipient and subrecipients must still retain supporting documentation for all project expenses in case of an audit ("supporting documents" are also known as "backup documents").

- **Direct Labor** – No supporting documentation required with invoice.
- **Fringe Benefits** – No supporting documentation required with invoice.
- **Travel** - Receipts are required only for: Lodging, Airfare, Rental car (including gasoline expenses), Bus/train. Travel Form required for all travel included on an invoice
- **Equipment** – 1) For equipment that is equal to or greater than \$100,000 per line item total (including both CEC and Match Funds), documentation showing the payment terms must be provided to the CAM. 2) CAM must be able to verify equipment purchases for: 1) equipment with a per line item incurred cost of \$500,000 or greater; or 2) a single equipment vendor with \$500,000 or more in equipment incurred costs. See Invoice Review Checklist for methods to verify.
- **Materials & Miscellaneous** – Receipt required for any line item total that is \$5,000 or more.

- **Subrecipients & Vendors** – Major subrecipients (Budget of \$100k or more) follow the same budget requirements as the Recipient when submitting an invoice. For Minor subrecipients and Vendors, subrecipient or vendor invoice required. The subrecipient (major) should not include retention on their invoice template, so that retention will not be double counted. Doing this puts the responsibility on the recipient to determine how much retention to retain, if any, from their subrecipients based on their contractual agreements with their subrecipients and the CEC.
- **Indirect Costs & Profit** – No supporting documentation required with invoice.

**Adding Rows:** If additional rows are needed within a section, unhide the hidden rows (i.e., select the row directly above and below the hidden rows, then right-click the selection and select "Unhide"). Hide any unused rows. **DO NOT USE THE LAST TWO ROWS THAT ARE MARKED "CEC USE ONLY"**. If all but the last 2 rows are used, and more rows are required, please contact the ECAMS Support team (ECAMS.Support@energy.ca.gov).

**FOR ECAMS SUPPORT TEAM ONLY: ADDING ROWS:**

To add additional rows and maintain the formulas within the totals, (1) unprotect the sheet, (2) copy the second to the last row in the section, (3) insert the copied row just above the last row, (4) repeat steps 2 - 3 as required, (5) correct formatting and REFERENCE IDs as required, (6) delete "CEC USE ONLY" from all but the last two rows in the section, and (7) re-protect the sheet.

**Updating Modification Date on Budgets:**

After making modifications to a budget file, update the modification date as described below.

- **Budget Worksheet file** – Update the "*Date of Last Budget Worksheet Modification*" to the date the modifications were completed. Update the "Date of Last Budget Worksheet Modification" in cell D1 of the "Category Budget" tab–this updates the rest of the tabs in the template.
- **Agreement Budget file** – Update the "*Date of Last Approved Agreement Budget Modification*" to the date the modifications were approved. Update the "Date of Last Approved Agreement Budget Modification" in cell D1 of the "Category Budget" tab–this updates the rest of the tabs in the template.

**FOR ECAMS SUPPORT TEAM ONLY: UPDATING "TEMPLATE VERSION" DATE:**

After making modifications to a budget or invoice template, update the "*Template Version*" date to the date the modifications were completed. For the budget templates, update the "*Template Version*" date in cell A1 of the "Category Budget" tab–this updates the rest of the tabs in the template. For the invoice templates, update the "*Template Version*" date in cell A1 of the "Invoice Payment Cover Sheet" tab–this updates the rest of the tabs in the template.

**ECAMS Support:** For support on how to complete this template, please visit the ECAMS Resources web page. The link to this web page is provided in the cell below:

<https://www.energy.ca.gov/funding-opportunities/funding-resources/ecams-resources>

**AGREEMENT BUDGET**

**Category Budget**

<b>Agreement Number</b>	EPC-24-025		
<b>Name of Organization</b>	Cal State LA University Auxiliary Services, Inc.		
Subrecipient			
Select your organization's California Business Certifications			
<b>Cost Category</b>	<b>CEC Share</b>	<b>Match Share</b>	<b>Total</b>
Direct Labor	\$ 84,988	\$ -	\$ 84,988
Fringe Benefits	\$ 14,448	\$ -	\$ 14,448
<b>Total Labor</b>	<b>\$ 99,436</b>	<b>\$ -</b>	<b>\$ 99,436</b>
Travel	\$ 4,500	\$ -	\$ 4,500
Equipment	\$ -	\$ -	\$ -
Materials/Miscellaneous	\$ 43,502	\$ -	\$ 43,502
Subrecipients/Vendors	\$ -	\$ -	\$ -
<b>Total Other Direct Costs</b>	<b>\$ 48,002</b>	<b>\$ -</b>	<b>\$ 48,002</b>
Indirect Costs	\$ 53,562	\$ -	\$ 53,562
Profit (not allowed for grant recipients)	\$ -	\$ -	\$ -
<b>Total Indirect and Profit</b>	<b>\$ 53,562</b>	<b>\$ -</b>	<b>\$ 53,562</b>
<b>Grand Totals</b>	<b>\$ 201,000</b>	<b>\$ -</b>	<b>\$ 201,000</b>
<b>Total CEC Reimbursable Funds Spent in California or Paid to California-Based Entities (if applicable)</b>	<b>\$ 198,001</b>		
<b>Percentage of CEC Reimbursable Funds Spent in California or Paid to California-Based Entities</b>	<b>98.51%</b>		

**AGREEMENT BUDGET**

**Direct Labor (Unloaded)**

**EPC-24-025: Cal State LA University Auxiliary Services, Inc.**

	<b>CEC Share</b>	<b>Match Share</b>	<b>Total</b>
<b>Grand Totals</b>	<b>\$ 84,988</b>	<b>\$ -</b>	<b>\$ 84,988</b>

**AGREEMENT BUDGET**

**Fringe Benefits**

**EPC-24-025: Cal State LA University Auxiliary Services, Inc.**

	<b>CEC Share</b>	<b>Match Share</b>	<b>Total</b>
<b>Grand Totals</b>	<b>\$ 14,448</b>	<b>\$ -</b>	<b>\$ 14,448</b>

**AGREEMENT BUDGET**

**Travel**

**EPC-24-025: Cal State LA University Auxiliary Services, Inc.**

	<b>CEC Share</b>	<b>Match Share</b>	<b>Total</b>
<b>Grand Totals</b>	<b>\$ 4,500</b>	<b>\$ -</b>	<b>\$ 4,500</b>

**AGREEMENT BUDGET**

**Equipment**

EPC-24-025: Cal State LA University Auxiliary Services, Inc.

Reference ID	Task #	Seller of item(s)	Description	Purpose	# of Units	Unit Cost	Total: # of Units x Unit Cost	CEC Share	Match Share	Total	Line Item Revised Since Last Approved Budget?	Revision Notes
E-1					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No	
E-2					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No	
E-3					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No	
E-4					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No	
E-5					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No	
E-6					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No	
E-7					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No	
E-8					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No	
E-9					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No	
E-10					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No	
E-11					0.00	\$ -	\$ -	\$ -	\$ -	\$ -	Select Yes or No	
<b>Grand Totals</b>								\$ -	\$ -	\$ -		

**Worksheet Specific Instructions**

CONDITIONAL FORMATTING APPLIED: If the "Line Item Revised Since Last Approved Budget?" column is changed to Yes, the text in the entire row will turn red in order to highlight the change.

**AGREEMENT BUDGET**

**Materials & Miscellaneous**

**EPC-24-025: Cal State LA University Auxiliary Services, Inc.**

	<b>CEC Share</b>	<b>Match Share</b>	<b>Total</b>
<b>Grand Totals</b>	<b>\$ 43,502</b>	<b>\$ -</b>	<b>\$ 43,502</b>

**AGREEMENT BUDGET**

**Subrecipients & Vendors**

EPC-24-025: Cal State LA University Auxillary Services, Inc.

Subrecipients										
Reference ID	Task #	Subrecipient (Please Use Legal Name)	Entity Number (CA Secretary of State)	Purpose	CA Business Certifications DVBE/SB/MB/None	CEC Share	Match Share	Total	Line Item Revised Since Last Approved Budget?	Revision Notes
S-1					None	\$ -	\$ -	\$ -	Select Yes or No	
S-2					None	\$ -	\$ -	\$ -	Select Yes or No	
S-3					None	\$ -	\$ -	\$ -	Select Yes or No	
S-4					None	\$ -	\$ -	\$ -	Select Yes or No	
S-5					None	\$ -	\$ -	\$ -	Select Yes or No	
S-6					None	\$ -	\$ -	\$ -	Select Yes or No	
S-7					None	\$ -	\$ -	\$ -	Select Yes or No	
S-8					None	\$ -	\$ -	\$ -	Select Yes or No	
S-9					None	\$ -	\$ -	\$ -	Select Yes or No	
S-10					None	\$ -	\$ -	\$ -	Select Yes or No	
<b>Subrecipient Totals</b>						\$ -	\$ -	\$ -		

Vendors										
Reference ID	Task #	Vendor (Please Use Legal Name)	Entity Number (CA Secretary of State)	Purpose	CA Business Certifications DVBE/SB/MB/None	CEC Share	Match Share	Total	Line Item Revised Since Last Approved Budget?	Revision Notes
V-1					None	\$ -	\$ -	\$ -	Select Yes or No	
V-2					None	\$ -	\$ -	\$ -	Select Yes or No	
V-3					None	\$ -	\$ -	\$ -	Select Yes or No	
V-4					None	\$ -	\$ -	\$ -	Select Yes or No	
V-5					None	\$ -	\$ -	\$ -	Select Yes or No	
V-6					None	\$ -	\$ -	\$ -	Select Yes or No	
V-7					None	\$ -	\$ -	\$ -	Select Yes or No	
V-8					None	\$ -	\$ -	\$ -	Select Yes or No	
V-9					None	\$ -	\$ -	\$ -	Select Yes or No	
V-10					None	\$ -	\$ -	\$ -	Select Yes or No	
<b>Vendor Totals</b>						\$ -	\$ -	\$ -		

Subrecipients & Vendors Grand Totals			
	CEC Share	Match Share	Total
<b>Grand Totals</b>	\$ -	\$ -	\$ -

**Worksheet Specific Instructions**  
 CONDITIONAL FORMATTING APPLIED: If the "Line Item Revised Since Last Approved Budget?" column is changed to Yes, the text in the entire row will turn red in order to highlight the change.

**AGREEMENT BUDGET**

**Indirect Costs and Profit**

**EPC-24-025: Cal State LA University Auxiliary Services, Inc.**

Select an Indirect Cost Rate Option

**Indirect Cost(s)**

	<b>CEC Share</b>	<b>Match Share</b>	<b>Total</b>
<b>Indirect Costs Grand Totals</b>	\$ 53,562	\$ -	\$ 53,562

**Profit**

	<b>CEC Share</b>	<b>Match Share</b>	<b>Total</b>
<b>Profit Grand Totals</b>	\$ -	\$ -	\$ -

**AGREEMENT BUDGET**

Budget Updates after Agreement Execution

EPC-24-025: Cal State LA University Auxiliary Services, Inc.

Change #	Date Approved	Budget Categories	All values should be rounded to the dollar (\$1)						Brief Description of and Justification for Change	Total Amount of CEC Funds Moving Between Categories	Cumulative CEC Total (will reset after DD review)	Has this budget been approved by the Division Director (DD)?**
			CEC Share Funds			Match Share Funds						
			FROM (Approved Budget Totals)	TO (Revised Budget Totals)	Amount of CEC Funds Moving Between Categories	FROM (Approved Budget Totals)	TO (Revised Budget Totals)	Amount of Match Funds Moving Between Categories				
1		Direct Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$0	\$0	Select Yes or No
		Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Materials/Misc.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Subrecipients/Vendors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Indirect Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Profit (not allowed for grant recipients)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Reallocation Decrease Subtotal			\$ -			\$ -				
		Reallocation Increase Subtotal			\$ -			\$ -				
	Total Budget Reallocation Between Budget Categories			\$ -			\$ -					
2		Direct Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$0	\$0	Select Yes or No
		Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Materials/Misc.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Subrecipients/Vendors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Indirect Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Profit (not allowed for grant recipients)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Reallocation Decrease Subtotal			\$ -			\$ -				
		Reallocation Increase Subtotal			\$ -			\$ -				
	Total Budget Reallocation Between Budget Categories			\$ -			\$ -					
3		Direct Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$0	\$0	Select Yes or No
		Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Materials/Misc.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Subrecipients/Vendors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Indirect Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Profit (not allowed for grant recipients)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Reallocation Decrease Subtotal			\$ -			\$ -				
		Reallocation Increase Subtotal			\$ -			\$ -				
	Total Budget Reallocation Between Budget Categories			\$ -			\$ -					
10		Direct Labor	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$0	\$0	Select Yes or No
		Fringe Benefits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Materials/Misc.	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Subrecipients/Vendors	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Indirect Cost	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Profit (not allowed for grant recipients)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Totals	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -				
		Reallocation Decrease Subtotal			\$ -			\$ -				
		Reallocation Increase Subtotal			\$ -			\$ -				
	Total Budget Reallocation Between Budget Categories			\$ -			\$ -					

**Worksheet Specific Instructions**

**Rounding:** All budget values should be rounded to the dollar (\$1). Rounding of any values should be performed using standard rounding practices.

\*\*Regarding Division Director Approval: The cumulative total will reset automatically when it passes \$300K, or the budget has been approved by the Division Director for any other reason listed in the Changes to Grants: Level of Approval and Notification Chart.

**CONDITIONAL FORMATTING APPLIED:** If the amount of funding (CEC or Match Share funds) moving between categories is positive, the corresponding Category Budget cell will turn green with conditional formatting (dark green text, light green fill).

**CONDITIONAL FORMATTING APPLIED:** If the amount of funding (CEC or Match Share funds) moving between categories is negative, the corresponding Category Budget cell will turn red with conditional formatting (dark red text, light red fill).

**CONDITIONAL FORMATTING APPLIED:** If the Budget Category Total for the "Amount of CEC Funds Moving Between Categories" is anything other than zero, the cell fill will turn red with conditional formatting. Also, the associated "Total Budget Reallocation Between Budget Categories" cell will display "Not Balanced", and the cell fill will turn red with conditional formatting. This indicates there is not an equal amount of funds moving between categories and may require a correction. However, if the overall CEC Funds are to be increased or decreased, a formal amendment is required. Contact your CAM for more instructions.

**CONDITIONAL FORMATTING APPLIED:** If the Budget Category Total for the "Amount of Match Funds Moving Between Categories" is negative, the cell fill will turn red with conditional formatting. This indicates Match Funds are decreasing and requires a formal amendment. Contact your CAM for more instructions.

**CONDITIONAL FORMATTING APPLIED:** If the Budget Category Total for the "Amount of Match Funds Moving Between Categories" is anything other than zero, the associated "Total Budget Reallocation Between Budget Categories" cell will display "Not Balanced", and the cell fill will turn red with conditional formatting. This indicates there is not an equal amount of funds moving between categories and may require a correction. However, if the overall Match Share Funds are to be increased or decreased, an amendment is required. Contact your CAM for more instructions.

**CONDITIONAL FORMATTING APPLIED:** If the "Total Amount of CEC Funds Moving Between Categories" is greater than or equal to \$150,000, and less than or equal to \$300,000, the cell fill will turn yellow with conditional formatting. This indicates an amendment is required with a higher level of approval. Contact your CAM for more instructions.

**CONDITIONAL FORMATTING APPLIED:** If the "Total Amount of CEC Funds Moving Between Categories" is greater than \$300,000, the cell fill will turn orange with conditional formatting. This indicates an amendment is required with an even higher level of approval. Contact your CAM for more instructions.

## EXHIBIT C

# ELECTRIC PROGRAM INVESTMENT CHARGE (EPIC) STANDARD GRANT TERMS AND CONDITIONS

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### ATTACHMENT 1: CONFIDENTIAL PRODUCTS AND PROJECT-RELEVANT PRE-EXISTING AND INDEPENDENTLY FUNDED INTELLECTUAL PROPERTY

## EXHIBIT C

### TERMS AND CONDITIONS

#### 1. INTRODUCTION

This grant agreement (Agreement) between the California Energy Commission (Energy Commission, Commission, or CEC) and the Recipient is funded by the Electric Program Investment Charge (EPIC), an electricity ratepayer surcharge authorized by the California Public Utilities Commission (CPUC).

This Agreement includes: (1) the Agreement signature page (**form CEC-146**); (2) the scope of work (**Exhibit A**); (3) the budget (**Exhibit B**); (4) these terms and conditions (**Exhibit C**); (5) any special terms and conditions that address the unique circumstances of the funded project (**Exhibit D**); (6) a contacts list (**Exhibit E**); (7) all attachments; and (8) all documents incorporated by reference.

All work and expenditure of funds (CEC-reimbursed and/or match share) must occur within the Agreement term specified on the CEC-146 form.

#### 2. DOCUMENTS INCORPORATED BY REFERENCE

The documents below are incorporated by reference into this Agreement. These terms and conditions (this Exhibit C and if included, Exhibit D) will govern in the event of a conflict with the documents below, with the exception of the documents in subsections (e) and (f) below. Where this Agreement or California laws and regulations are silent or do not apply, the CEC will use the federal cost principles and acquisition regulations listed below as guidance in determining whether reimbursement of claimed costs is allowable. Documents incorporated by reference include:

##### **Solicitation Documents (if award is made through a competitive solicitation)**

- a. The funding solicitation for the project supported by this Agreement
- b. The Recipient's proposal submitted in response to the solicitation

##### **Federal Cost Principles (*applicable to state and local governments, Indian tribes, institutions of higher education, and nonprofit organizations*)**

- c. 2 Code of Federal Regulations (CFR) Part 200, Subpart E (Sections 200.400 et seq.)

##### **Federal Acquisition Regulations (*applicable to commercial organizations*)**

- d. 48 CFR, Ch.1, Subchapter E, Part 31, Subpart 31.2: Contracts with Commercial Organizations (supplemented by 48 CFR, Ch. 9, Subchapter E, Part 931, Subpart 931.2 for Department of Energy grants)

## **Nondiscrimination**

- e. 2 California Code of Regulations, Section 11099 et seq.: Contractor Nondiscrimination and Compliance

## **General Laws**

- f. Any federal, state, or local laws or regulations applicable to the project that are not expressly listed in this Agreement

### **3. STANDARD OF PERFORMANCE**

In performing work under the Agreement, the Recipient, its Subrecipients, and any lower tiered level of Sub-Subrecipients, and Vendors, and their employees are responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures for the type of work performed.

### **4. DUE DILIGENCE**

The Recipient must take timely actions that, taken collectively, move this project to completion. The Commission Agreement Manager (CAM) will periodically evaluate the project schedule for completion of Scope of Work tasks. If the CAM determines that: (1) the Recipient is not diligently completing the tasks in the Scope of Work; or (2) the time remaining in this Agreement is insufficient to complete all project tasks by the Agreement end date, the CAM may recommend that this Agreement be terminated, and the Commission may terminate this Agreement without prejudice to any of its other remedies.

### **5. PRODUCTS**

- a. **“Products”** are any tangible item specified for delivery to the CEC in the Scope of Work, such as reports and summaries.

If the CAM determines that a product is substandard given its description and intended use as described in this Agreement, the CAM, without prejudice to any of the CEC's other remedies, may refuse to authorize payment for the product and any subsequent products that rely on or are based upon the product under this Agreement.

- b. Confidential Products

Please see Section 18 (Confidential Recipient Information) for instructions regarding confidential recipient information in products.

c. Rights in Products

The CEC owns all products identified in the Scope of Work, with the exception of products that fall within the definition of "intellectual property." As between the CEC and the Recipient, the Recipient owns all intellectual property developed under this Agreement (please see the "Intellectual Property" section).

The Recipient has a non-exclusive, non-transferable, irrevocable, worldwide, perpetual license to use, publish, translate, modify, and reproduce products that do not fall within the definition of "intellectual property."

d. Failure to Submit Products

A Recipient's failure to submit a product required in the Scope of Work may be considered material noncompliance with the Agreement terms. Without prejudice to any other remedies, noncompliance may result in CEC actions such as the withholding of future payments or awards, or the suspension or termination of the Agreement.

e. Final Report and Payment

The Recipient may only submit a request for the final payment (including any retention) after the final report is completed, submitted to the CAM, and Energy Research and Development Division management has verified satisfactory completion of work.

f. Legal Statements on Products

- 1) All documents that result from work funded by this Agreement and are released to the public must include the following statement to ensure no Commission endorsement of documents:

**LEGAL NOTICE**

**This document was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. Neither the Commission, the State of California, nor the Commission's employees, contractors, or subcontractors makes any warranty, express or implied, or assumes any legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights. This document has not been approved or disapproved by the Commission, nor has the Commission passed upon the accuracy of the information in this document.**

- 2) The Recipient will apply copyright notices to all documents prepared for this Agreement that are released to the public (including reports, articles submitted for publication, and all reprints) using the following form or any other form that may be reasonably specified by the CEC.

“©[Year of first publication of product] [the Copyright Holder’s name]. All Rights Reserved.”

## 6. **AMENDMENTS**

### a. Procedure for Requesting Changes

The Recipient must submit a written request to the CAM for any change to the Agreement. The request must include:

- A brief summary of the proposed change;
- A brief summary of the reason(s) for the change; and
- The revised section(s) of the Agreement, with changes made in underline/ strikethrough format.

### b. Approval of Changes

Unless otherwise allowed in this Agreement, no amendment or variation of this Agreement shall be valid unless made in writing and signed by both of the parties except for the CEC’s unilateral termination rights in Section 16 of these terms. No oral understanding or agreement is binding on any of the parties. Changes to the Agreement must be approved at a CEC business meeting or by the Executive Director (or his/her designee).

Upon Recipient’s request, the CAM or Commission Agreement Officer will provide the Recipient with a document titled “Changes to Grants – Level of Approval and Notification Chart” commonly referred to as the “Changes Chart.” This document explains the level of CEC approval required for a proposed change.

### c. Personnel Changes

Except when replacing “key personnel,” the Recipient, Subrecipients, and any lower-tiered level of Sub-Subrecipient, and Vendors can make changes to their respective personnel without written approval. Although changes to “key personnel” do require written approval, that approval can be requested and granted through an email communication or other form of written communication.

Recipients may be reimbursed for actual expenses incurred by new “key personnel” during the term of the Agreement, even if written approval comes after an individual begins work on the project. However, if the replacement is not approved, then the CEC will not reimburse for any expenses charged for the individual. Accordingly, Recipients are strongly encouraged to obtain advance written approval for “key personnel” or risk not being reimbursed for their work.

Recipient must keep the CAM informed of personnel changes through monthly calls and quarterly progress reports. In addition to any other rights and remedies available to the CEC, the CEC retains its authority to issue a Stop Work Order if it becomes clear that the personnel, key or otherwise, of the Recipient, a Subrecipient, any lower-tiered level of Sub-Subrecipient, or Vendor are unable to fulfill their responsibilities under the Agreement. In addition to all other rights and remedies, the CEC shall not pay (or may require Recipient to repay if the CEC has already paid) for personnel who are unnecessary to complete the scope of work or otherwise perform under the Agreement.

d. Budget Reallocations

No CEC approval is needed for a Recipient, Subrecipient, or any lower-tiered level of Sub-Subrecipient to move funds within each of the following Budget Categories listed in Exhibit B: Direct Labor, Fringe Benefits, Travel, Equipment, Materials and Miscellaneous, Subrecipients and Vendors, and Indirect Costs. However, please note per parts e. and h., directly below in this Section 6, any new Materials and Miscellaneous, Equipment, Subrecipient, Sub-Subrecipient or any lower-tiered level of Sub-Subrecipient or Vendor not listed in the Exhibit B does need approval prior to reimbursement. If the Recipient wants to move funds between Budget Categories or submits an invoice that if paid would exceed a Budget Category, the Recipient has at least the following choices:

- 1) Request an amendment from the CEC. The CEC shall not pay the invoice if and until an amendment is executed. In its sole discretion, the CEC might pay the portion of the invoice that does not involve the amount that goes beyond the Budget Category.
- 2) Retract the invoice and resubmit a corrected one that keeps within Budget Categories. The Recipient can treat the amount paid beyond the Budget Category as match funds if the expenditure meets all of the applicable Agreement requirements for match funds.

Neither this nor any other flexibility in these terms for approval without executing an amendment allows the Recipient, Subrecipient, Sub-Subrecipient, any lower-tiered level of Sub-Subrecipient, or Vendor to exceed the overall Agreement amount.

e. New Items Under Materials and Miscellaneous, and Equipment

Without having to execute an amendment to this Agreement, the CAM must approve in writing of any new materials and miscellaneous expenses of \$5,000 or more or new equipment the Recipient, Subrecipient, any lower-tiered level of Sub-Subrecipient, or Vendor plans to purchase and be reimbursed under this Agreement that is not already listed in Exhibit B, Budget. To accomplish this, the Recipient can submit either prior to

invoicing or with its invoice a completed form titled "NEW EQUIPMENT/M&M FORM" which includes a description of the item and a brief explanation of the need for the item. The CAM will approve items that he or she determines to be necessary to the Agreement and do not exceed budgeted amounts for each Budget Category unless Recipient follows the process in this Section 6, part d. directly above.

Any restrictions in the solicitation or elsewhere in the Agreement still apply to the specific items under Materials and Miscellaneous, and Equipment that can be purchased using CEC Funds or Match Share Funds. The restrictions still apply even though a CAM does not have to approve new materials and miscellaneous expenses under \$5,000.

f. Assignment of New Personnel to a New or Existing Job Classification

The Recipient, Subrecipient, and any lower-tiered level of Sub-Subrecipient can assign new personnel to a new or existing job classification without CEC approval. However, the Recipient shall keep the CAM informed of all personnel changes and provide any information requested by the CAM during monthly calls and/or quarterly progress reports.

g. Promotion of Existing Personnel to a New or Existing Job Classification

The Recipient, Subrecipient, and any lower-tiered level of Sub-Subrecipient can promote existing personnel to a new or existing job classification without CEC approval. However, the Recipient shall keep the CAM informed of all personnel changes and provide any information requested by the CAM during monthly calls and/or quarterly progress reports. However, as stated in section 8.c. below, the CEC will not pay more than the total amount in each Budget Category, including Direct Labor, without an amendment.

h. Replacing Subrecipients or Vendors

Under these Terms, all changes of Subrecipients and Vendors require advance written approval by at least the CAM. A higher level of approval may be required based on CEC policy. Required approvals are included in the "Changes to Grants – Level of Approval and Notification Chart" commonly referred to as the "Changes Chart."

Recipients may be reimbursed for actual expenses incurred by a new Vendor during the term of this Agreement, even if CEC written approval comes after the entity has completed work on the project. However, if the new Vendor is not approved by the CEC, the CEC will not reimburse for any expenses charged for the entity. Accordingly, Recipients are strongly encouraged to obtain **advance** written approval for new Vendors or risk not being reimbursed for their work.

However, any work completed by an entity that may replace an existing Subrecipient WILL NOT BE REIMBURSED for any work completed prior to advance written approval. If a Subrecipient expends funds prior to approval, they can only be claimed as Match Funds.

## **7. CONTRACTING AND PROCUREMENT PROCEDURES**

This section provides general requirements for Subawards entered into between the Recipient and Subrecipients and Vendors for the performance of this Agreement.

### **a. Recipient's Obligations to Subrecipients and Vendors**

- 1) The Recipient is responsible for handling all contractual and administrative issues arising out of or related to any Subawards it enters into for the performance of this Agreement.
- 2) Except for the "CEC as Third-Party Beneficiary" term (see section 22.m), nothing contained in this Agreement or otherwise creates any contractual relation between the CEC and any Subrecipients and Vendors, and no Subaward may relieve the Recipient of its responsibilities under this Agreement. The Recipient agrees to be as fully responsible to the CEC for the acts and omissions of its Subrecipients and Vendors or persons directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Recipient.

The Recipient's obligation to pay its Subrecipients and Vendors is an independent obligation from the CEC's obligation to make payments to the Recipient. As a result, the CEC has no obligation to pay or enforce the payment of any funds to any Subrecipient or Vendor.

- 3) The Recipient is responsible for establishing and maintaining Subawards with and reimbursing each Subrecipient and Vendor for work performed in accordance with the terms of this Agreement.
- 4) A Subrecipient is defined as a person or entity that receives grant funds directly from the Recipient and is entrusted by the Recipient to make decisions about how to conduct some of the Agreement's activities. A Subrecipient's role involves discretion over grant activities and is not merely just selling goods or services.

Characteristics that support the classification of the entity as a Subrecipient include when the entity:

- Has its performance measured in relation to whether objectives of a CEC program were met;

- Has responsibility for programmatic decision-making;
- Is responsible for adherence to applicable CEC program requirements specified in the CEC award agreement;
- In accordance with its agreement, uses the CEC funds to carry out a program for a public purpose specified in authorizing statute, as opposed to providing goods or services for the benefit of the Recipient or Subrecipient; or,
- Provides match share funding contributions to this Agreement.

A Sub-Subrecipient has the same meaning as a Subrecipient except that it receives grant funds from a Subrecipient. There can also be further levels below of Sub-Subrecipients.

5) A Vendor is defined as a person or entity that sells goods or services to the Recipient, Subrecipient, or any lower-tiered level of Sub-Subrecipient, in exchange for some of the grant funds, and does not make decisions about how to perform the Agreement's activities. The Vendor's role is ministerial and does not involve discretion over Agreement activities. A Vendor is an entity selected through a competitive process or is otherwise providing a product or service at a fair and reasonable price. Characteristics indicative of a procurement relationship between the Recipient, Subrecipient, and any lower-tiered level of Sub-Subrecipient and a Vendor are when the Vendor:

- Provides the goods and services within normal business operations;
- Provides similar goods or services to many different purchasers;
- Normally operates in a competitive environment;
- Provides goods or services that are ancillary to the operation of the CEC program; and
- May not be subject to compliance with all of the requirements of the CEC program as a result of the agreement, though similar requirements may apply for other reasons.

b. Subrecipient Flow-Down Terms

Subrecipients funded in whole or in part by this Agreement must include language conforming to the terms below, unless the Subawards are entered into by the University of California (UC) or the U.S. Department of Energy (DOE) national laboratories. UC may use the terms and conditions negotiated by the CEC with UC for its Subawards. DOE national laboratories may use the terms and conditions negotiated with DOE (please contact the Commission Grants Officer for these terms).

- Standard of Performance (Section 3)
- Legal Statements on Products (included in Section 5, "Products"). This term does not have to be included if the Subrecipient will not generate any Products.
- Profit (Section 7.g.)
- Travel and Per Diem (Section 9). This term does not have to be included if the Subrecipient will not be reimbursed for travel with CEC funds.
- Prevailing Wage (Section 10)
- Recordkeeping, Cost Accounting, and Auditing (Section 11)
- Equipment (Section 14). This term does not have to be included if the Subrecipient will not be reimbursed for equipment with CEC funds.
- Termination, Executive Order N-6-22 – Russia Sanctions (Section 16.d)
- Indemnification (Section 17)
- Confidential Recipient Information (Section 18). This term does not have to be included if the Subrecipient will not have access to or generate Confidential Recipient Information as defined in Section 18.
- Pre-Existing and Independently Funded Intellectual Property (Section 19)
- Intellectual Property (Section 20)
- Royalty Payments to the Commission (Section 21)
- Access to Sites and Records (included in Section 22, "General Provisions")
- CEC as Third-Party Beneficiary (included in Section 22, "General Provisions")
- Nondiscrimination (included in Section 23, "Certifications and Compliance")
- California Taxpayer Access to Publicly Funded Research Act (Section 24)
- Receipt of Confidential Information and Personal Information (Section 26)
- Survival of the following sections:
  - Equipment (Section 14)
  - Recordkeeping, Cost Accounting, and Auditing (Section 11)
  - Pre-Existing and Independently Funded Intellectual Property (Section 19)
  - Intellectual Property (Section 20)
  - Royalty Payments to the Commission (Section 21)
  - Access to Sites and Records (included in Section 22, "General Provisions")
  - CEC as Third Party Beneficiary (included in Section 22, "General Provisions")
  - California Taxpayer Access to Publicly Funded Research Act (Section 24)
  - Receipt of Confidential Information and Personal Information (Section 26)

Subrecipients funded in whole or in part by this Agreement must also include the following:

- A clear and accurate description of the material, products, or services to be procured.
- A detailed budget and timeline.
- Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors breach contract terms, in addition to sanctions and penalties as may be appropriate.
- Provisions for termination by the Recipient, including termination procedures and the basis for settlement.
- A statement that further assignments will not be made to any third or subsequent tier subcontractor without additional advance written consent of the Commission.

c. Vendor Flow-Down Terms

The flow-down requirements either come from the CEC or the law. Recipient does not have to include any of the CEC-created Subrecipient flow-down terms in its Subawards with Vendors unless it is necessary for the Recipient to meet its obligations to the CEC under this Agreement. But the Recipient is still required to make sure Vendors comply with all applicable laws. For example, the Recipient still must ensure any Vendor complies with applicable Public Work Requirements, including the payment of prevailing wage, and also with the Nondiscrimination clause. These are requirements under the law.

The Recipient does not have to include in its Subawards with Vendors, CEC-created terms, such as Equipment, Travel and Per Diem, Retention of Records, and Audits, if the Recipient does not need them to fulfill its obligations to the CEC. An example of when the Recipient might need to include a CEC-created term in a Vendor Subaward is if intellectual property and royalty payments are involved. The Recipient must ensure the CEC has the intellectual property rights required under this Agreement and receives royalty payments due. If, for example, a Vendor creates intellectual property that the Recipient provides to the CEC as part of this Agreement, the Recipient shall ensure its Vendor Subaward secures the appropriate rights. Another example is the receipt of confidential information of personal information. If a vendor will have access to confidential information of personal information provided by the Energy Commission or a third-party for the performance of this Agreement, the Recipient must ensure its agreement with the vendor includes the Energy Commission's special terms and conditions for the receipt of confidential information and personal information before the vendor has access to any such information.

d. Audits

All Subawards entered into for the performance of this Agreement are subject to examination and audit by the CEC and/or Bureau of State Audits for a period of three (3) years after payment of the Recipient's final invoice under this Agreement. The CEC may audit Subawards that are relevant to the Recipient's royalty payment obligations (see Section 21) for a period of ten (10) years after this Agreement's end date.

e. Copies of Subawards

**The Recipient must provide a copy of its Subawards upon request by the CEC.**

f. Conflicting Subcontract Terms

Prior to the execution of this Agreement, the Recipient will notify the CAM of any known or reasonably foreseeable conflicts between this Agreement and any of its Subawards (e.g., conflicting intellectual property or payment terms). If the Recipient discovers any such conflicts after the execution of this Agreement, it will notify the CAM of the conflict within fifteen (15) days of discovery. The CEC may, without prejudice to its other remedies, terminate this Agreement if any conflict impairs or diminishes its value.

g. Profit

- 1) Recipient shall ensure that only Subrecipients, Sub-Subrecipients, and Vendors meeting the definition of an "Unrelated Company" include in their budgets, invoice for, and receive a profit.
- 2) For purposes of this Agreement, an Unrelated Company is defined as a for-profit business, appropriately licensed and in good standing, that does NOT meet any of the following criteria:
  - a) Directly or indirectly, partially or fully owns or controls Recipient. This includes, but is not limited to, owning 5% or more of Recipient's stock.
  - b) Is directly or indirectly, partially or fully owned or controlled by Recipient. This includes, but is not limited to, having 5% or more of stock owned by Recipient.
  - c) Has one or more common employees, including, but not limited to, owners, officers, directors, or managers, with Recipient.
  - d) Shares a Parent Company with Recipient. For purposes of this Agreement, Parent Company is defined as an entity that directly or indirectly, partially or fully owns or controls both the Recipient

and the Subrecipient or Sub-Subrecipient or shares the same employees with them. This includes, but is not limited to, owning 5% or more of stock in both the Recipient and Subrecipient or Sub-Subrecipient.

- e) Does not, for any other reason, have an arm's-length relationship (e.g., a relationship involving independent, competing interests) with the Recipient. This could be due to any reason, including but not limited to, both entities being part of the same business group or could stem from family or personal ties between officials of the two entities.
- 3) Recipient shall further ensure the profit to each Unrelated Company that is a Subrecipient or a Sub-Subrecipient does not exceed 10% of only the CEC funds the Unrelated Company will receive. None of the following count towards the 10% profit maximum:
- a) The Profit Amount Itself. For example, assume Recipient and its Subrecipient SubX agree to a total, all inclusive, budget amount of \$200,000 in CEC funds. SubX cannot claim \$20,000 of this as profit. If \$180,000 is the base for expenses on which profit is calculated, 10% is only \$18,000 and not \$20,000.
  - b) Non-CEC Funds in any Form. Only CEC funds a recipient will receive can count towards profit. For example, assume Recipient's Subrecipient SubX has a budget showing it receiving \$100,000 in CEC funds (not including the profit amount) and \$50,000 in federal funds with the federal funds counting as match under the CEC's grant. The maximum SubX can be paid with CEC funds for profit is 10% of \$100,000 CEC funds, or \$10,000 (assuming the \$100,000 CEC base does not include any of the other expenses that cannot be included in calculating profit). The \$50,000 in federal funds does not count towards the profit calculation because it is not CEC funds.
  - c) Equipment. Continuing the example from b), assume SubX's \$100,000 CEC budget shows \$10,000 earmarked for equipment. The maximum SubX can be paid with CEC funds for profit is 10% of \$90,000, or \$9,000 (assuming the \$90,000 base does not include any of the other expenses that cannot be included in calculating profit).
  - d) Amounts Paid to Sub-Subrecipients and Vendors. Continuing the example from b) and c), assume SubX's \$100,000 CEC budget also shows \$20,000 earmarked to pay Sub-SubY. SubX cannot include in its profit calculation the \$20,000 to Sub-SubY. The maximum SubX can be paid with CEC funds for profit is 10% of \$70,000 (\$100,000 in CEC funds minus \$10,000

in equipment from c) above and minus \$20,000 to Sub-SubY) or \$7,000.

Vendor Unrelated Companies do not have a 10% profit maximum and also do not have to adhere to the same restrictions in a) through d) directly above. However, as stated in the requirements for Vendors in Section 7.a.5) in this Exhibit C, Recipient must be able to demonstrate that the Vendor was selected through a competitive process or is otherwise providing a product or service at a fair and reasonable price.

- 4) Profit can only be paid by the CEC as the amounts on which it is based are invoiced and paid. Profit will NOT be advanced. Continuing the example from 2.d) above, assume SubX submits an invoice for \$5,000 (of its \$70,000) in costs on which profit is based, and the Recipient includes SubX's invoice as part of its invoice to the CEC. The Recipient can include in the invoice, and the CEC will pay, assuming other Agreement requirements are met, \$500 in profit on this particular invoice. Please realize that Retention (see Section 8.n. in these Terms) may reduce the CEC's overall payment on the invoice.
- 5) Budget changes may affect an Unrelated Company's profit. For example, funds moved from a Subrecipient's direct labor, a category counting towards the profit calculation, to a Sub-Subrecipient, a category that does not count towards the profit calculation, would reduce the allowable profit.

#### h. Penalties for Noncompliance

Without limiting the CEC's other remedies, failure to comply with the above requirements may result in the termination of this Agreement and repayment of any profit amounts in violation of these terms.

## 8. **PAYMENT OF FUNDS**

### a. Definitions

For purposes of this Section 8, the following terms have the following meaning:

- "Advance Payment" means the CEC pays Recipient prior to the Recipient Incurring or Paying the expense.
- "Incurred Cost" means an expense for which the Recipient has become liable (legally obligated) to pay. Here are examples of incurred costs:
  - The Recipient's staff has completed work during the month but has not been paid by the Recipient. These labor and associated costs (e.g., fringe benefits) are considered Incurred Costs.

- The Recipient has purchased a piece of equipment **and** received an invoice, bill, or receipt. The Recipient has not yet paid the invoice. The invoice shows the amount to be paid and confirmation of the sale. This is an Incurred Cost.  
Incurred Costs for equipment DO NOT include purchase orders unless accompanied by an invoice, bill, or receipt that shows the payment amount due to the seller for the equipment.
- “Paid Cost” means an expense for which the Recipient has already made payment.

b. Advance Payments

Recipients can receive Advance Payments only for Subrecipients or any lower-tiered level of Sub-Subrecipient with the U.S. Department of Energy laboratories. Otherwise, Advance Payments are NOT allowed under this Agreement. The CEC in its sole discretion, and not the Recipient, decides if the CEC will make an Advance Payment.

c. Reimbursable Cost Requirements

In addition to any other requirements in this Agreement, the CEC is only obligated to reimburse the Recipient for Incurred and Paid Costs that are (1) incurred during the Agreement Term; (2) invoiced within the required timeframes of this Agreement; (3) made in accordance with the Agreement’s Budget; and (4) actual and allowable expenses under this Agreement.

The only exception to the CEC paying actual expenses is rounding to the nearest cent. The Recipient, Subrecipient, and any lower-tiered level of Sub-Subrecipient shall round invoiced amounts to the nearest cent (\$0.01) using standard rounding, which is rounding down from \$0.000 through \$0.004, and rounding up for \$0.005 through \$0.009. Rounding cannot be used to exceed the amount in any Budget Category or exceed the total Agreement amount.

In Exhibit B, the Budget, the rates for Direct Labor and Fringe Benefits are treated as estimates and not capped rates. The Recipient, Subrecipient, and any lower-tiered level of Sub-Subrecipient can invoice at higher rates as long as it is only invoicing for actual expenditures it has made. However, the CEC will not pay more than the total amount in each Budget Category without an amendment, or for more than the total Agreement amount.

Please note that rates listed in Exhibit B, the Budget, are NOT “negotiated rates” that can be charged – documentation must be made available upon request to show that the rates charged reflect actual costs incurred.

This Exhibit C’s terms allow the Recipient, Subrecipient, and any lower-tiered level of Sub-Subrecipient to receive reimbursement for actual Indirect Costs. A Recipient, Subrecipient, and any lower-tiered level of Sub-Subrecipient may choose among three options described below. However, the option selected cannot increase the Indirect Cost amount included in the application upon

which the application was scored. Once the Recipient, Subrecipient, and any lower-tiered level of Sub-Subrecipient has received payment for Indirect Costs for one of the options, it cannot switch. It is locked into that option.

#### Option 1: De Minimis

The Recipient, Subrecipient, and any lower-tiered level of Sub-Subrecipient can elect to invoice and receive a de minimis amount at the set rate of 10% of the Modified Total Direct Costs (MTDC) for Indirect Costs. This cannot be combined with any other Indirect Rate option.

MTDC is defined for purposes of this Agreement as all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, rental costs, tuition remission, scholarships and fellowships, and the portion of each subaward in excess of \$25,000. This is the same definition used in federal grants. Keeping this the same as the federal definition should make it easy for entities that have both federal and CEC grants and elect this option.

Entities choosing this de minimis option for Indirect Costs will not have to provide backup documentation for the de minimis amount and will not be audited on it.

#### Option 2: Defense Contract Audit Agency (DCAA) or other Federally Approved Indirect Rate

A Recipient, Subrecipient, and any lower-tiered level of Sub-Subrecipient that has a federally approved indirect rate from DCAA or another Federal agency may use the approved indirect rate for this Agreement. A copy of the Federal agency's letter must be provided, and the letter, or the letter together with other supporting documentation, must allow the CEC to verify that the rates charged to the CEC are the federally-approved rates.

This rate will typically shift annually, and this shift is generally acceptable. This is the only Indirect Cost option that is not strictly subject to the maximum rate cap that typically applies to Indirect Costs. If the federal rate decreases from year to year, that will be a cost savings under this budget category. If the federal rate increases from year to year, this will require a budget reallocation. If the CEC, in its sole discretion, determines that a budget reallocation to accommodate an increased Indirect Rate would risk the ultimate success of this Agreement, or is otherwise not in its best interest, the CEC reserves, in addition to all of its other rights and remedies, the right to either propose a smaller increase that would not risk the ultimate success of the project, or refuse to increase the Indirect Rate. For any increase the CEC will not reimburse from CEC Funds, the entity can choose to charge the increase as Match Funds.

If this Option 2 is chosen, the entity will not be audited on this budget category.

Option 3: Indirect Costs based on Cost Allocation Plan

A Recipient, Subrecipient, and any lower-tiered level of Sub-Subrecipient may choose to budget for Indirect Costs based on the entity's cost allocation plan. The amount of Indirect Costs included in Exhibit B cannot be increased through a budget reallocation. If this option is selected, Indirect Costs are subject to audit, and the entity is required to provide backup documentation upon request proving the actual amount of their Indirect Costs.

d. Recipient's 14-Day Payment Requirement for Incurred Costs

The Recipient, Subrecipients, and all lower-tiered Subrecipients shall pay ALL Incurred Costs within 14 calendar days of receiving payment under this Agreement for the Incurred Costs. For example, if the Recipient invoices and then receives payment from the CEC on September 15 for an Incurred Cost of \$10,000, the Recipient shall pay the entire \$10,000 by September 29. This requirement is needed to prevent entities from creating long lead times for Incurred Costs (e.g., invoicing and receiving payment from the CEC but not paying for the Incurred Costs for weeks or months).

The Recipient shall only invoice the CEC, Subrecipients shall only invoice the Recipient (and so on for any lower-tiered level of Sub-Subrecipients), for Incurred Costs it will pay within 14 calendar days of receiving payment of CEC funds. For example, assume the Recipient has an Incurred Cost for a piece of equipment that costs \$300,000 and will pay in three installments of \$100,000 each over three months. The Recipient shall only invoice the Commission for \$100,000 each month. The Recipient shall not invoice for the entire \$300,000 and retain the balance over the three months.

For any Incurred Costs for which the Recipient, Subrecipient, and any lower-tiered level of Sub-Subrecipient has received CEC funds and does not pay within 14 calendar days, the entity shall on the very next business day after the 14 calendar days submit repayment of the unpaid amount back to the CEC. Repaid funds will be placed back into the Agreement and will be available to reimburse allowable costs in accordance with this Agreement. When making a repayment under this provision, the Recipient shall specify "Repayment of Unspent Funds under Agreement [Insert this Agreement #]." Recipient shall remit the repayment to:

California Energy Commission  
Accounting Office  
715 P Street, MS-2  
Sacramento, CA 95814

This repayment requirement of the Recipient is in addition to any other rights the CEC can enforce relative to this Agreement. Recipient agrees and

acknowledges that time is of the essence in paying Incurred Costs and submitting repayments and the CEC can treat the Recipient's breach of either requirement as a material breach. Recipient can contact the CAM for any questions about the logistics of making repayments.

e. Payment Requests

The Recipient may request payment from the CEC at any time during the term of this Agreement but no more frequently than monthly. The final payment request, including retention, MUST be received by the CEC no later than the Agreement end date.

Recipient agrees and acknowledges that time is of the essence in submitting the final payment request. The CEC has a limited period of time, set by law, in which it can reimburse funds under this Agreement. Without prejudice to the CEC's other rights, the Recipient risks not receiving any funds, and relieves the CEC of any duty and liability whatsoever to pay, for any payment requests received after the end of the Agreement.

No reimbursement for food or beverages shall be made other than allowable per diem charges.

**All Recipient expenditures, reimbursable and match, must occur within the approved term of this Agreement.**

f. Invoice Approval and Disputes:

Each request for payment is subject to the CAM's approval. Payments will be made to the Recipient for undisputed invoices. An undisputed invoice is an invoice submitted by the Recipient for work performed, for which project expenditures meet all Agreement conditions, and for which additional evidence is not required to determine its validity.

The invoice will be disputed if the invoice is inaccurate or if it does not comply with the terms of this Agreement. If the invoice is disputed, the Recipient will be notified in writing.

g. Recipient's headquarters:

For purposes of payment, the Recipient's headquarters is the location of the Recipient's office where the majority of its employees assigned responsibilities for this Agreement are permanently assigned.

h. Multiple Non-Energy Commission Funding Sources:

No payment will be made for costs identified in Recipient, Subrecipient, and any lower-tiered level of Sub-Subrecipient invoices that have been or will be reimbursed by another source, including but not limited to an agreement with another government entity.

“Government Entity” means: (1) a state governmental agency; (2) a state college or university; (3) a local government entity or agency, including those created as a Joint Powers Authority; (4) an auxiliary organization of the California State University or a California community college; (5) the federal government; (6) a foundation organized to support the Board of Governors of the California Community Colleges; and (7) an auxiliary organization of the Student Aid Commission established under California Education Code Section 69522.

i. Reduced funding:

If the CEC does not receive sufficient funds under the Budget Act or from the investor-owned utility administrators of the EPIC program to fully fund the work identified in Exhibit A (Scope of Work), the following will occur:

- 1) If the Energy Commission has received a reduced amount of funds for the work, it may: (1) offer an Agreement amendment to the Recipient to reflect the reduced amount; or (2) cancel this Agreement (with no liability occurring to the State).
- 2) If the Energy Commission has received no funds for the work identified in Exhibit A: (1) this Agreement will be of no force and effect; (2) the State will have no obligation to pay any funds to the Recipient; and (3) the Recipient will have no obligation to perform any work under this Agreement.

j. Allowability of Costs

1) Allowable Costs

The costs for which the Recipient will be reimbursed under this Agreement include all actual costs, direct and indirect, incurred in the performance of the work identified in the Scope of Work. Costs must be incurred within the Agreement term. Factors to be considered in determining whether an individual item of cost is allowable include: (i) reasonableness of the item, including necessity of the item for the work; (ii) applicable federal cost principles or acquisition regulations incorporated by reference in Section 2 of this Agreement; and (iii) the terms and conditions and any other requirements of this Agreement.

2) Unallowable Costs

Recipient shall not invoice or obtain from the CEC any profit for itself under this Agreement. This Agreement is a grant for the Recipient's project. This is not a services contract to the state. The Recipient is already receiving the benefit of the grant funds. The CEC shall not pay profit to the Recipient on top of the benefit it is receiving from the grant funds in this Agreement. Some Subrecipients and Sub-Subrecipients may

be able to receive up to 10% profit (please refer to section 7.g. in these terms).

Below are examples of other unallowable costs. Details concerning the allowability of costs are available from the CEC's Accounting Office.

- a) Contingency costs;
- b) Imputed costs (e.g., cost of money);
- c) Fines and penalties;
- d) Losses;
- e) Excess profit taxes; and
- f) Unapproved, increased rates and fees for this Agreement.

- 3) Except as provided for in this Agreement or applicable California law or regulations, the Recipient will use the federal cost principles and/or acquisition regulations incorporated by reference in Section 2 of this Agreement when determining allowable and unallowable costs. In the event of a conflict, this Agreement takes precedence over the federal cost principles and/or acquisition regulations.

k. Payment Request Format

The Recipient, and any Subrecipients or lower-tiered level of Sub-Subrecipient with a total budget of \$100,000 or more, shall use the Invoice Template and any further modifications to it, provided by the CAM. The CAM can change the Invoice Template without amending this Agreement.

Please submit invoices electronically per the instructions included in the document entitled "Procedures for Submitting and Reviewing Grant Invoices Electronically" available at <https://www.energy.ca.gov/media/4469>.

Recipient shall provide documentation showing the Recipient's payment of Incurred Costs as soon as possible and not later than three working days from a request from CEC personnel.

l. Certification

The Recipient, and any Subrecipients or lower-tiered level of Sub-Subrecipient with a total budget of \$100,000 or more shall include and sign the certification provided by the CAM in the Invoice Template. The CAM can change this certification without amending this Agreement.

m. Retention

The CEC shall retain 10 percent of any payment request or 10 percent of the total CEC award at the end of the Agreement. The CEC has the sole discretion to decide which of these methods of retention will be used in this Agreement. The Recipient must submit a completed payment request requesting release of the retention within the required timeframe (see part e.

“Payment Requests” above in this term). The Commission Agreement Manager will review the project file and, when satisfied that the terms of the funding Agreement have been fulfilled, will authorize release of the retention.

Retention may be released upon completion of tasks that are considered separate and distinct (i.e., the task is a stand-alone piece of work and could be completed without the other tasks). Tasks for administration or management of the Agreement and/or subcontractors are not considered separate and distinct tasks. The tasks for which retention may be released prior to the end of the Agreement must be identified in Exhibit B (budget) or elsewhere in this Agreement.

When the CEC withholds 10% retention from each invoice, the Recipient can choose to flow down the retention requirement to its Subrecipients subject to the following restrictions and any other requirements in this Agreement:

- The Recipient shall not flow down retention requirements to U.S. Department of Energy national laboratory Subrecipients.
- The retention flowed down to Subrecipients can only be up to a total of 10% of the amount of CEC funds the Subrecipient is to receive. The Recipient is responsible for carrying the retention for its funded portion of the entire Agreement and cannot pass its share of retention to Subrecipients or Vendors.
- Here are three examples:
  - i. A Subrecipient submits an invoice for \$100,000 to the Recipient, and the Recipient in turn submits it to the CEC. The CEC will only pay \$90,000 of the invoice and the Recipient can elect to pay only \$90,000 to the Subrecipient.
  - ii. The Subrecipient is the U.S. Department of Energy national laboratory and it submits an advance request for \$100,000 to the Recipient, including any other documents required in the CEC’s U.S. Department of Energy Terms and Conditions. The Recipient in turn submits the advance requests to the CEC for payment. The CEC will pay the full amount of the advance requests to the Recipient and the Recipient must pay the full amount to the U.S. Department of Energy.
  - iii. The Recipient’s submits an invoice for its own staff in the amount of \$20,000. The CEC will only pay \$18,000 to the Recipient, and the Recipient cannot withhold the \$2,000 difference from Subrecipients or Vendor reimbursements.

These requirements apply to all levels of Subrecipients (e.g., any lower-tiered level of Sub-Subrecipients).

## 9. TRAVEL AND PER DIEM

- a. Travel not listed in Exhibit B, the Budget, can be added without an amendment via CAM approval. CAM approval can come in one of two forms: written authorization from the CAM prior to the trip being taken, or through the invoice review. Outside of a budget reallocation, additional travel requests are submitted using the CEC's Travel Form. Any travel taken that is not listed in Exhibit B, the Budget, or not pre-approved by the CAM in writing, is at the financial risk of the Recipient, Subrecipient, and any lower-tiered level of Sub-Subrecipient taking the trip. Please note that the Recipient, Subrecipient, and any lower-tiered level of Sub-Subrecipient cannot invoice and be paid for more than the total amount in the Travel Budget Category without an amendment, or for more than the total Agreement amount.
- b. No reimbursement for food or beverages will be made other than for allowable per diem charges.
- c. The Recipient will be reimbursed for authorized travel and per diem up to, but not to exceed, the rates listed on the ECAMS Resources webpage. Because the rates on the ECAMS Resources webpage can change over time, Recipient, Subrecipient, and any lower-tiered level of Sub-Subrecipient will be allowed to be reimbursed for the rates in the Grant Manual when the trip expenses become an Incurred Cost. The CEC shall notify the Recipient in writing by way of the Active Agreements listserve if the travel rates in the Grant Manual change. Please sign up for the Active Agreements listserve to stay informed of all updates.
- d. Lodging

The Recipient, Subrecipient, and any lower-tiered level of Sub-Subrecipient can invoice at standard room rates. The CEC will not reimburse for luxury accommodations.
- e. Airfare

The Recipient, Subrecipient, and any lower-tiered level of Sub-Subrecipient can invoice at coach rates on commercial flights. The CEC will not pay for upgrades on flights.
- f. Rental Car

The Recipient, Subrecipient, and any lower-tiered level of Sub-Subrecipient can invoice for vehicles appropriate for the purpose of the travel. The CEC will not reimburse expenses for luxury vehicles.

g. Bus/Train

The Recipient, Subrecipient, and any lower-tiered level of Sub-Subrecipient can invoice for standard coach rates. The CEC will not reimburse for upgrades.

h. Per Diem

Per diem is allowable for actual costs incurred up to the total daily maximum for the following combined expenses:

- Meals
- Incidentals (i.e., tips for hotel staff and taxi/ride share drivers)
- Parking
- Tolls
- Taxi/ride share

The CEC will not reimburse any expenses under this Agreement for alcoholic beverages. In addition, the daily per diem is for the individual expenses of those traveling and working on the Agreement only. It cannot be used to pay expenses of others (e.g., it cannot be used to buy a meal for someone else).

**10. PREVAILING WAGE**

a. Requirement

Projects funded by the Energy Commission often involve construction, alteration, demolition, installation, repair, or maintenance work over \$1,000. Such projects might be considered “public works” under the California Labor Code (See California Labor Code Section 1720 et seq. and Title 8 California Code of Regulations, Section 16000 et seq.). Public works projects require the payment of prevailing wages. Prevailing wage rates can be significantly higher than non-prevailing wage rates.

b. Determination of Project's Status

Only the California Department of Industrial Relations (DIR) and courts of competent jurisdiction may issue legally binding determinations that a particular project is or is not a public work. If the Recipient is unsure whether the project funded by the Agreement is a “public work” as defined in the California Labor Code, it may wish to seek a timely determination from DIR or an appropriate court. As such processes can be time consuming, it may not be possible to obtain a timely determination before the date for performance of the Agreement.

By accepting this grant, the Recipient is fully responsible for complying with all California public works requirements, including but not limited to payment of prevailing wage. As a material term of this grant, the Recipient must either:

- 1) Timely obtain a legally binding determination from DIR or a court of competent jurisdiction before work begins on the project that the proposed project is not a public work; or
- 2) Assume that the project is a public work and ensure that:
  - Prevailing wages are paid unless and until DIR or a court of competent jurisdiction determines that the project is not a public work;
  - The project budget for labor reflects these prevailing wage requirements; and
  - The project complies with all other requirements of prevailing wage law, including but not limited to keeping accurate payroll records and complying with all working hour requirements and apprenticeship obligations.

California Prevailing Wage law provides for substantial damages and financial penalties for failure to pay prevailing wages when such payment is required.

c. Subrecipient and Vendor Flow-down Requirements

The Recipient will ensure that its Subrecipients, any lower-tiered level of Sub-Subrecipients, and Vendors also comply with the public works/prevailing wage requirements above. As applicable, the Recipient will ensure that all agreements with its Subrecipients and Vendors to perform work related to this Project contain the above terms regarding payment of prevailing wages on public works projects, and also as applicable that Subrecipients and Vendors also contain these terms. The Recipient is responsible for any failure of its Subrecipients, any lower-tiered level of Sub-Subrecipients, and Vendors to comply with California prevailing wage and public works laws.

d. Indemnification and Breach

Any failure of the Recipient or its Subrecipients, any lower-tiered level of Sub-Subrecipients, and Vendors to comply with the above requirements will constitute breach of this Agreement which excuses the CEC's performance of this Agreement at the CEC's option, and will be at the Recipient's sole risk. In such a case, the CEC will refuse payment to the Recipient of any amount under this award and the CEC will be released, at its option, from any further performance of this Agreement or any portion thereof. The Recipient will indemnify the CEC and hold it harmless for any and all financial consequences arising out of or resulting from the failure of the Recipient and/or any of its subcontractors to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law.

e. Budget

The Recipient's budget on public works projects must indicate which job classifications are subject to prevailing wage. For detailed information about prevailing wage and the process to determine if the proposed project is a public work, the Recipient may wish to contact DIR or a qualified labor attorney for guidance.

f. Covered Trades

For public works projects, the Recipient may contact DIR for a list of covered trades and the applicable prevailing wage.

g. Questions

If the Recipient has any questions about this contractual requirement or the wage, record keeping, apprenticeship, or other significant requirements of California prevailing wage law, the Recipient should consult DIR and/or a qualified labor attorney before entering into this Agreement.

h. Certification

The Recipient will certify to the CEC on each payment request form either that: (a) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and the Recipient and all contractors and subcontractors otherwise complied with all California prevailing wage laws; or (b) the project is not a public work requiring the payment of prevailing wages. In the latter case, the Recipient will provide competent proof of a DIR or court determination that the project is not a public work requiring the payment of prevailing wages.

Prior to the release of any retained funds under this Agreement, the Recipient will submit to the CEC the above-described certificate signed by the Recipient and all Subrecipients, any lower-tiered level of Sub-Subrecipients, and Vendors performing public works activities on the project. Absent this certificate, the Recipient will have no right to any funds under this Agreement, and CEC will be relieved of any obligation to pay any funds.

## **11. RECORDKEEPING, COST ACCOUNTING, AND AUDITING**

a. Cost Accounting

The Recipient will keep separate, complete, and correct accounting of the costs involved in completing the project and any match-funded portion of the project. The CEC or its agent will have the right to examine the Recipient's books of accounts at all reasonable times, to the extent necessary to verify the accuracy of the Recipient's reports.

b. Accounting Procedures

The Recipient's costs will be determined on the basis of its accounting system procedures and practices employed as of the effective date of this Agreement, provided that the Recipient uses generally accepted accounting principles and cost reimbursement practices. The Recipient's cost accounting practices used in accumulating and reporting costs during the performance of this Agreement will be consistent with the practices used in estimating costs for any proposal to which this Agreement relates; provided that such practices are consistent with the other terms of this Agreement and that such costs may be accumulated and reported in greater detail during performance of this Agreement.

The Recipient's accounting system will distinguish between direct and indirect costs. All costs incurred for the same purpose, in like circumstances, are either direct costs only or indirect costs only with respect to costs incurred under this Agreement.

c. Audit Rights

The Recipient will maintain books, records, documents, and other evidence, based on the procedures set forth above, sufficient to reflect properly all costs claimed to have been incurred in the performance of this Agreement. The CEC, another state agency, and/or a public accounting firm designated by the CEC may audit the Recipient's accounting records at all reasonable times, with prior notice by the CEC.

It is the intent of the parties that the audits will ordinarily be performed not more frequently than once every twelve (12) months during the performance of the work and once at any time within three (3) years after payment by the CEC of the Recipient's final invoice. However, performance of any such interim audits by the CEC does not preclude further audit. The CEC may audit books, records, documents, and other evidence relevant to the Recipient's royalty payment obligations (see Section 21) for a period of ten (10) years after payment of the Recipient's final invoice.

The Recipient will allow the auditor(s) to access such records during normal business hours, and will allow interviews of any employees who might reasonably have information related to such records. The Recipient will include a similar right of the state to audit records and interview staff in any subcontract related to the performance of this Agreement.

d. Refund to the Energy Commission

If the CEC determines that any invoiced and paid amounts exceed the actual allowable incurred costs, the Recipient will repay the amounts to the CEC within thirty (30) days of request or as otherwise agreed by the CEC and the Recipient. If the CEC does not receive such repayments, it

will be entitled to take actions such as withholding further payments to the Recipient and seeking repayment from the Recipient.

e. Audit Cost

The Recipient will bear its cost of participating in any audit (e.g., mailing or travel expenses). The CEC will bear the cost of conducting the audit unless the audit reveals an error detrimental to the CEC that exceeds more than ten percent (10%) or \$5,000 (whichever is greater) of: (1) the amount audited; or (2) if a royalty audit, the total royalties due in the period audited. The Recipient will pay the refund as specified in subsection (d), and will reimburse the CEC for reasonable costs and expenses incurred by the CEC in conducting the audit.

f. Match or Cost Share

If the budget includes a match share requirement, the Recipient's commitment of resources, as described in this Agreement, is a required expenditure for receipt of CEC funds. The funds will be released only if the required match percentages are expended concurrently or in advance of the CEC funds. The Commission Agreement Manager, in writing and with supervisor approval, can authorize a Recipient to spend CEC funds in advance of Match Funds pursuant to a Match Fund Spending Plan. The Plan must estimate how Match funds and CEC funds will be spent over each quarter and briefly explain why it is not practical to spend Match Funds concurrent with CEC funds. While this term allows flexibility, the Recipient agrees to spend the agreed match as soon as practical during the Agreement in order to resume proportionality between CEC funds and Match funds spent. The Recipient must maintain accounting records detailing the expenditure of the match (actual cash and in-kind, non-cash services), and report on match share expenditures on its request for payment.

## **12. WORKERS' COMPENSATION INSURANCE**

- a. The Recipient warrants that it carries Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement and agrees to furnish to the CAM satisfactory evidence of this insurance upon the CAM's request.
- b. If the Recipient is self-insured for worker's compensation, it warrants that the self-insurance is permissible under the laws of the State of California and agrees to furnish to the CAM satisfactory evidence of the insurance upon the CAM's request.

**13. PERMITS AND CLEARANCES**

The Recipient is responsible for ensuring that all necessary permits and environmental documents are prepared and that clearances are obtained from the appropriate agencies.

**14. EQUIPMENT**

As between the Recipient and CEC, title to equipment acquired by the Recipient with grant funds will vest in the Recipient. The Recipient may use the equipment in the project or program for which it was acquired as long as needed, regardless of whether the project or program continues to be supported by grant funds. However, the Recipient may not sell, lease, encumber the property (i.e., place a legal burden on the property such as a lien), or even transfer possession of it during the Agreement term without the CAM's prior written approval.

The Recipient may refer to the applicable federal regulations incorporated by reference in this Agreement for guidance regarding additional equipment requirements.

**15. STOP WORK**

CEC staff may, at any time by written notice to the Recipient, require the Recipient to stop all or any part of the work tasks in this Agreement. Stop work orders may be issued for reasons such as a project exceeding budget, noncompliance with the standard of performance, out of scope work, project delays, and misrepresentations.

- a. Compliance. Upon receipt of a stop work order, the Recipient must immediately take all necessary steps to comply with the order and to stop the incurrence of costs allocable to the CEC.
- b. Canceling a Stop Work Order. The Recipient may resume the work only upon receipt of written instructions from CEC staff.

**16. TERMINATION**

a. Purpose

Because the CEC is a state entity and provides funding on behalf of all California ratepayers, it must be able to terminate the Agreement upon the default of the Recipient and to proceed with the work required under the Agreement in any manner it deems proper. The Recipient agrees that upon any of the events triggering the termination of the Agreement by the CEC, the CEC has the right to terminate the Agreement, and it would constitute bad faith of the Recipient to interfere with the immediate termination of the Agreement by the CEC.

b. With Cause

The CEC may, for cause, terminate this Agreement upon giving five (5) calendar days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations. The Recipient will relinquish possession of equipment purchased for this Agreement with CEC funds to the CEC, or the Recipient may purchase the equipment as provided by the terms of this Agreement or otherwise by the CEC, with approval of the CEC.

The term “for cause” includes but is not limited to the following:

- Partial or complete loss of match funds;
- Reorganization to a business entity unsatisfactory to the Energy Commission;
- Retention or hiring of Subrecipients or Vendors, or replacement or addition of personnel, that fail to perform to the standards and requirements of this Agreement;
- The Recipient’s inability to pay its debts as they become due and/or the Recipient’s default of an obligation that impacts its ability to perform under this Agreement; or
- Significant change in state or CEC policy such that the work or product being funded would not be supported by the Commission.

c. Without Cause

The CEC may terminate this Agreement without cause upon giving thirty (30) days advance written notice to the Recipient. In this event, the Recipient will use all reasonable efforts to mitigate its expenses and obligations.

d. Executive Order N-6-22 – Russia Sanctions

On On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

## **17. INDEMNIFICATION**

To the extent allowed under California law, the Recipient will indemnify, defend, and hold harmless the state (including the CEC) and state officers, agents, and employees from any and all claims and losses in connection with the performance of this Agreement.

## **18. CONFIDENTIAL RECIPIENT INFORMATION**

### **a. Identification of Confidential Recipient Information**

- 1) For the purposes of this Section, "Confidential Recipient Information" refers to information belonging to the Recipient that the Recipient has satisfactorily identified as confidential and the Energy Commission has agreed to designate as confidential under Title 20 California Code of Regulations Section.
- 2) Prior to the effective date of this Agreement, the Recipient will identify all products (or information contained within products) it considers Confidential Recipient Information, and provide the legal basis for confidentiality, in Attachment 1 to this Exhibit. If the CEC agrees the information is confidential, it will not disclose it except as provided in subsection (b).
- 3) During the Agreement, if the Recipient obtains or develops additional products (or information contained within products) not originally identified as Confidential Recipient Information in Attachment 1 to this Exhibit, the Recipient will follow the procedures for a request for designation of confidential information as specified in Title 20 California Code of Regulations (CCR) Section 2505.

The CEC's Executive Director will make the confidentiality determination. Such subsequent determinations may be added to the list of confidential deliverables in the Attachment 1 to this Exhibit. The CEC will not disclose information subject to an application for confidential designation except as provided in subsection (b).

- 4) When submitting products containing Confidential Recipient Information, the Recipient will mark each page of any document containing Confidential Recipient Information as "confidential" and present it in a sealed package to the Contracts, Grants, and Loans Office.

The CAM may require the Recipient to submit a non-confidential version of the product, if it is feasible to separate the Confidential Recipient Information from the non-confidential information. The Recipient is not required to submit such products in a sealed package.

b. Disclosure of Confidential Recipient Information

The CEC will only disclose Confidential Recipient Information under the circumstances specified in Title 20 CCR Sections 2506, 2507, and 2508. All Confidential Recipient Information that is legally disclosed by the Recipient or any other entity will become a public record and will no longer be subject to the CEC's confidentiality designation.

c. Waiver of Consequential Damages

In no event will the CEC, the California Public Utilities Commission, or the state of California be liable for any special, incidental, or consequential damages based on breach of warranty, breach of contract, negligence, strict tort, or any other legal theory for the disclosure of the Confidential Recipient Information, even if the CEC has been advised of the possibility of such damages.

Damages that the CEC, the California Public Utilities Commission, and the state of California will not be responsible for include but are not limited to: lost profit; lost savings or revenue; lost goodwill; lost use of the product or any associated equipment; cost of capital; cost of any substitute equipment, facilities, or services; downtime; the claims of third parties including customers; and injury to property.

d. Limitations on the Disclosure of Products

During the Agreement, the Recipient, Subrecipients, any lower-tiered level of Sub-Subrecipients, and Vendors must receive written approval from the CAM prior to disclosing the contents of any draft product to a third party. However, if the CEC makes a public statement about the content of any product provided by the Recipient and the Recipient believes the statement is incorrect, the Recipient may state publicly what it believes is correct.

## **19. PRE-EXISTING AND INDEPENDENTLY FUNDED INTELLECTUAL PROPERTY**

a. Ownership

The CEC makes no ownership, license, or royalty claims to pre-existing intellectual property, independently funded intellectual property, or project-relevant pre-existing or independently funded intellectual property.

**"Ownership"** means exclusive possession and control of all rights to property, including the right to use and transfer property. Intellectual property licenses and royalties are discussed in Sections 20 and 21.

- 1) **“Pre-existing intellectual property”** means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that the Recipient, Subrecipients, any lower-tiered level of Sub-Subrecipients, Vendors, or a third party owned or possessed prior to the effective date of this Agreement and that have not been developed, altered, or reduced to practice with CEC or match funds; and (b) associated proprietary rights to these items that are obtained without CEC or match funds, such as patent and copyright.
- 2) **“Independently funded intellectual property”** means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice by the Recipient Subrecipients, any lower-tiered level of Sub-Subrecipients, Vendors, or a third party during or after the Agreement term without CEC or match funds; and (b) associated proprietary rights to these items that are obtained without CEC or match funds, such as patent and copyright.

“Works of authorship” does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices. The CEC owns such products regardless of their funding source.

- 3) **“Project-relevant pre-existing intellectual property” and “project-relevant independently funded intellectual property”** mean pre-existing and independently funded intellectual property used to support a premise, postulate, or conclusion referred to or expressed in any product under this Agreement.

b. Project-Relevant Pre-Existing and Independently Funded Intellectual Property

- 1) Identification of Property
  - a) The Recipient will identify all project-relevant pre-existing intellectual property in Attachment 1 to this Exhibit prior to the effective date of the Agreement, or within sixty (60) days of becoming aware that the property has been or will be used to support a premise, postulate, or conclusion referred to or expressed in any product under this Agreement. Attachment 1 may be amended (see the “Amendments” section).

- b) The Recipient will identify all project-relevant independently funded intellectual property and the source of funding for the property in Attachment 1 to this Exhibit within sixty (60) days of becoming aware that the property has been or will be used to support a premise, postulate, or conclusion referred to or expressed in any product under this Agreement.
- c) Failure to identify project-relevant pre-existing or independently funded intellectual property in Attachment 1 to this Exhibit may result in the property's designation as "intellectual property" that is subject to licenses and royalties, as described in Sections 20 and 21.

2) Access to Property

The extent of CEC and California Public Utilities Commission access to project-relevant pre-existing and independently funded intellectual property is limited to that reasonably necessary to: (a) demonstrate the validity of any premise, postulate, or conclusion referred to or expressed in any product; or (b) establish a baseline for repayment purposes.

Upon the CAM's request, the Recipient will provide the CAM and any reviewers designated by the CEC or the California Public Utilities Commission with access to review the Recipient's project-relevant pre-existing and independently funded intellectual property. If the property has been designated as confidential as specified in Section 18, the CEC will only disclose it under the circumstances specified in Title 20 CCR Sections 2506, 2507, and 2508.

3) Preservation of Property

The Recipient will preserve any project-relevant pre-existing or independently funded intellectual property at its own expense for at least ten (10) years from the Agreement's end date, unless the Recipient agrees to a longer retention period.

The CEC and the California Public Utilities Commission will have reasonable access to the project-relevant pre-existing or independently funded property throughout the retention period.

## 20. INTELLECTUAL PROPERTY

a. Ownership

- 1) The Recipient owns all intellectual property, subject to the licenses described in subsection b.

**"Intellectual property"** means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made,

developed, altered, or reduced to practice with Agreement or match funds during or after the Agreement term; (b) any associated proprietary rights to these items, such as patent and copyright; and (c) any upgrades or revisions to these items.

“Works of authorship” does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices.

- 2) The CEC owns all products identified in the Scope of Work, with the exception of products that fall within the definition of “intellectual property.”

“**Product**” means any tangible item specified for delivery to the CEC in the Scope of Work.

- 3) Nothing in this Agreement gives the Recipient any rights to “Confidential Information” and “Personal Information” as defined in Section 26, other than using Confidential Information and Personal Information for the limited purpose of performing Recipient’s work under this Agreement in accordance with Section 26.

#### 1. Intellectual Property Licenses

- 1) Both the CEC and the California Public Utilities Commission have a no-cost, non-exclusive, transferable, irrevocable, royalty-free, worldwide, perpetual license to use, publish, translate, modify, and reproduce intellectual property for governmental purposes. The licenses are transferable only to load-serving entities for the purpose described below.
- 2) Under limited circumstances, both the CEC and the California Public Utilities Commission may grant load-serving entities a no-cost, non-exclusive, transferable, irrevocable, royalty-free, worldwide, perpetual license to use, publish, translate, modify, and reproduce intellectual property to enhance the entities’ service to EPIC ratepayers. **The intellectual property that may be licensed to load-serving entities is limited to analytical tools and models that can be used to inform distribution planning and decision-making that benefits electric ratepayers.**

“**Load-serving entity**” means a company or other organization that provides electricity to EPIC ratepayers.

The licenses are transferable to third parties only for the purpose of facilitating the load-serving entity's enhancement of service to EPIC ratepayers. Load-serving entities must obtain prior written approval from the CEC or California Public Utilities Commission (whichever agency granted the load-serving entity the license) in order to transfer the license to a third party.

- 3) The Recipient has a non-exclusive, non-transferable, irrevocable, worldwide, perpetual license to use, publish, translate, modify, and reproduce written products created for Agreement reporting and management purposes, such as reports and summaries.
- 4) If any intellectual property that is subject to the licenses above has been designated as confidential as specified in Section 18, all license holders will only disclose the intellectual property under the circumstances specified in Title 20 CCR Sections 2506, 2507, and 2508.

All license holders will ensure that their officers, employees, and subcontractors who have access to the intellectual property are informed of and abide by the disclosure limitations in Section 18.

## 2. Energy Commission's Rights to Inventions

**"Invention"** means intellectual property that is patentable.

### 1) March-In Rights

At the CEC's request, the Recipient will forfeit and assign to the CEC all rights to any invention (with the exception of U.S. Department of Energy reserved rights) if the Recipient or assignee has not taken, or is not expected to take within a reasonable time, effective steps to achieve practical application of the invention. The CEC will have the unfettered right to use and/or dispose of the rights in whatever manner it deems most suitable to help transfer the invention into the marketplace, including but not limited to seeking patent protection or licensing the invention.

### 2) Notice of Patent

If any patent is issued for an invention, the Recipient will send the CAM written notice of the issuance within three (3) months of the issuance date. The notice must include the patent title, issuance number, and a general description of the invention.

3) Legal Notice

The Recipient and all persons and/or entities obtaining an ownership interest in patentable intellectual property must include the following statement within the specification of any United States patent application, and any subsequently issued patent for the invention:

**“This invention was made with State of California support under California Energy Commission grant number EPC-18-022. The Energy Commission has certain rights to this invention.”**

b. Access to and Preservation of Intellectual Property

1) Access to Intellectual Property

Upon the CAM's request, the Recipient will provide the CAM and any individuals designated by the CEC or the California Public Utilities Commission with access to the Recipient's intellectual property in order to exercise the license and march-in rights described above, and to determine any royalty payments due under the Agreement.

2) Preservation of Intellectual Property

The Recipient will preserve intellectual property at its own expense for at least ten (10) years from the Agreement's end date, unless the Recipient agrees to a longer retention period.

c. Intellectual Property Indemnity

The Recipient may not, in supplying work under this Agreement, knowingly infringe or misappropriate any intellectual property right of a third party, and will take reasonable actions to avoid infringement.

The Recipient will defend and indemnify the CEC and the California Public Utilities Commission from and against any claim, lawsuit, or other proceeding, loss, cost, liability, or expense (including court costs and reasonable fees of attorneys and other professionals) to the extent arising out of: (i) any third party claim that a product infringes any patent, copyright, trade secret, or other intellectual property right of any third party; or (ii) any third party claim arising out of the negligent or other tortious acts or omissions by the Recipient or its employees, subcontractors, or agents in connection with or related to the products or the Recipient's performance under this Agreement.

## 21. ROYALTY PAYMENTS TO THE COMMISSION

**“Sale,” “sales,”** and **“sold”** mean the sale, license, lease, or other transfer of intellectual property. **Sales Price** means the price at which intellectual property is sold, excluding sales tax.

- a. The Recipient, Subrecipients, any lower-tiered level of Sub-Subrecipients, and Vendors will pay the Energy Commission a royalty of one and one-half percent (1.5%) of the sales price of all sales for which the entity receives a payment, beginning on the Agreement's effective date and extending for ten (10) years from the Agreement's end date.
- b. The Recipient, Subrecipients, any lower-tiered level of Sub-Subrecipients, and Vendors will make payments in annual installments due on the first day of March in the calendar year immediately following the year during which the Recipient received any payment for sales.
- c. The Recipient, Subrecipients, any lower-tiered level of Sub-Subrecipients, and Vendors is not required to make a royalty payment for any calendar year in which payments for sales are less than \$1000. Total royalty payments will be limited to three (3) times the total amount of funds paid by the CEC under the Agreement (and not the amount of CEC funds received by the entity). For example, if the CEC has paid \$1 million total under the Agreement, but a Subrecipient has only received \$200,000 of the CEC funds and owes royalties, the royalty payments are capped at \$3 million, and not \$600,000.
- d. If intellectual property was developed in part with match funds during the Agreement term, the royalty payment owed by the Recipient, Subrecipients, any lower-tiered level of Sub-Subrecipients, and Vendors will be reduced in accordance with the percentage of intellectual property development activities that were funded with match funds that the entity itself provided. For example, if 10% of the development activities were funded by the Recipient with match funds during the Agreement and the Recipient's payments for sales totaled \$100,000 in one year, the Recipient would owe the Energy Commission \$1,350 for the year (1.5% of \$100,000 = \$1,500; 10% of \$1,500 = \$150; \$1,500 - \$150 = \$1,350).

If the CEC is providing funds to the Recipient under this Agreement as a project match partner and CEC funds are used in part to develop intellectual property, the royalty payments will be reduced in accordance with the percentage of intellectual property development activities that were funded with non-CEC funds during the Agreement term. For example, if 80% of the development activities were funded with Recipient and/or third-party funds during the Agreement and payments for sales totaled \$100,000 in one year, the Recipient would owe the CEC \$300 for the year (1.5% of \$100,000 = \$1,500; 80% of \$1,500 = \$1,200; \$1,500 - \$1200 = \$300).

- e. The Recipient, Subrecipients, any lower-tiered level of Sub-Subrecipients, and Vendors may make an early buyout payment to the Energy Commission without a pre-payment penalty, as an alternative to making annual royalty payments for ten (10) years following the Agreement's end date. The payment must be in a lump sum amount equal to one and a half (1.5) times the amount of total funds paid by the CEC under the entire Agreement and made within five (5) years of the Agreement's end date. The payment amount due under the early buyout option will not be reduced by the percentage of match funds as described above. It is also not reduced because a Subrecipient, any lower-tiered level of Sub-Subrecipient, or Vendor that owes royalties received less than the total CEC funds paid out under the agreement. For example, if a Subrecipient only received 25% of the total CEC funds paid out (because the rest went to the Recipient or other Subrecipients, this early buyout 1.5 times is based on the total CEC funds paid under the Agreement and not the lower, 25% received by the Subrecipient.
- f. The Recipient, Subrecipients, any lower-tiered level of Sub-Subrecipients, and Vendors may not make any sale, transfer, license, or any other conveyance or even allowed use, of intellectual property except than fair market value. Such activity constitutes breach of this Agreement, and will obligate the Recipient, Subrecipients, any lower-tiered level of Sub-Subrecipients, and Vendors to repay within sixty (60) days the early buyout amount due. In the event of breach, the CEC may exercise all rights and remedies available to it under law and at equity.
- g. Royalty payments not made within fifteen (15) days of the due date will constitute breach of this Agreement. The payments will become debt obligations of the Recipient, Subrecipients, any lower-tiered level of Sub-Subrecipients, and Vendors to the CEC, due upon demand and bearing interest at the maximum interest rate allowed by law.
- h. The Recipient will maintain separate accounts within its financial and other records for the purpose of tracking components of sales and royalties due to the CEC under this Agreement.
- i. Payments to the CEC are subject to audit as provided for under the Recordkeeping, Cost Accounting, and Auditing section.
- j. The Recipient shall include these royalty provisions in its agreements with all Subrecipients and Vendors and ensure they in turn include them in their agreements with all lower-tiered level of Sub-Subrecipients and Vendors, who develop or assist with the development of intellectual property.

## 22. GENERAL PROVISIONS

a. Governing Law

This Agreement is governed by the laws of the State of California as to interpretation and performance.

b. Independent Capacity

In the performance of this Agreement, the Recipient and its agents, Subrecipients, any lower-tiered level of Sub-Subrecipients, and Vendors, and their respective employees will act in an independent capacity and not as officers, employees, or agents of the CEC or the State of California.

c. Assignment

This Agreement is not assignable or transferable by the Recipient either in whole or in part without the consent of the CEC in the form of an amendment.

d. Timeliness

Time is of the essence in this Agreement.

e. Severability

If any provision of this Agreement is unenforceable or held to be unenforceable, all other provisions of this Agreement will remain in full force and effect.

f. Waiver

No waiver of any breach of this Agreement constitutes waiver of any other breach. All remedies in this Agreement will be taken and construed as cumulative, meaning in addition to every other remedy provided in the Agreement or by law.

g. Assurances

The CEC reserves the right to seek further written assurances from the Recipient and its team that the work under this Agreement will be performed in accordance with the terms of the Agreement.

h. Change in Business

1) The Recipient will promptly notify the Energy Commission of the occurrence of any of the following:

- a) A change of address.
- b) A change in business name or ownership.

- c) The existence of any litigation or other legal proceeding affecting the project or Agreement.
- d) The occurrence of any casualty or other loss to project personnel, equipment, or third parties.
- e) Receipt of notice of any claim or potential claim against the Recipient, Subrecipients, any lower-tiered level of Sub-Subrecipients, and Vendors for patent, copyright, trademark, service mark, and/or trade secret infringement that could affect the CEC's rights.

2) The Recipient must provide the CAM with written notice of a planned change or reorganization of the type of business entity under which it does business. A change of business entity or name change requires an amendment assigning or novating the Agreement to the changed entity. If the CEC does not seek to amend this Agreement or enter into a new agreement with the changed or new entity for any reason (including that the CEC is not satisfied that the new entity can perform in the same manner as the Recipient), it may terminate this Agreement as provided in the "Termination" section.

i. Access to Sites and Records

CEC California Public Utilities Commission staff and representatives will have reasonable access to all project sites and to all records related to this Agreement.

j. Prior Dealings, Custom, or Trade Usage

These terms and conditions may not be modified or supplemented by prior dealings, custom, or trade usage.

k. Survival of Terms

Certain provisions will survive the completion or termination date of this Agreement for any reason. The provisions include but are not limited to:

- Legal Statements on Products (included in Section 5, "Products")
- Payment of Funds (Section 8)
- Recordkeeping, Cost Accounting, and Auditing (Section 11)
- Equipment (Section 14)
- Termination (Section 16)
- Indemnification (Section 17)
- Pre-Existing and Independently Funded Intellectual Property (Section 19)
- Intellectual Property (Section 20)
- Royalty Payments to the Commission (Section 21)
- California Taxpayer Access to Publicly Funded Research Act (Section 24)

- Receipt of Confidential Information and Personal Information (Section 26)
- Change in Business (see this section)
- Access to Sites and Records (see this section)
- Venue (see this section)
- CEC as Third-Party Beneficiary (see this section)

i. Venue

Any court action to enforce any part of this Agreement shall be venued in Sacramento County.

m. CEC as Third-Party Beneficiary

The Recipient shall ensure that in all of its agreements with Subrecipients and in all Subrecipient agreements with Sub-Subrecipients (and so forth through every lower-tiered level of Sub-Subrecipients) that the CEC is specifically named as a third-party beneficiary to the agreement. In addition, the term shall state the entity agrees that if the CEC brings a court action, the entity agrees to venue in Sacramento County.

**23. CERTIFICATIONS AND COMPLIANCE**

a. Federal, State, and Local Laws

The Recipient is responsible for obtaining all required permits and shall comply with all applicable federal, state, and local laws, codes, rules, and regulations for all work performed under the Agreement.

b. Nondiscrimination Statement of Compliance

During the performance of this Agreement, the Recipient, Subrecipients, any lower-tiered level of Sub-Subrecipients, and Vendors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, or denial of family care leave. The Recipient, Subrecipients, any lower-tiered level of Sub-Subrecipients, and Vendors will ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

The Recipient, Subrecipients, any lower-tiered level of Sub-Subrecipients, and Vendors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4.1 of Title 2 of

the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full. The Recipient Subrecipients, any lower-tiered level of Sub-Subrecipients, and Vendors shall give written notice of their obligations under this section to labor organizations with which they have a collective bargaining or other Agreement.

The Recipient will include the nondiscrimination and compliance provisions of this section in all agreements with Subrecipients, that perform work under this Agreement.

c. Drug-Free Workplace Certification

By signing this Agreement, the Recipient certifies under penalty of perjury under the laws of the State of California that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- 1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited, and specifying actions to be taken against employees for violations as required by Government Code Section 8355(a).
- 2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:
  - The dangers of drug abuse in the workplace;
  - The person's or organization's policy of maintaining a drug-free workplace;
  - Any available counseling, rehabilitation, and employee assistance programs; and
  - Penalties that may be imposed upon employees for drug abuse violations.
- 3) Provide, as required by Government Code Section 8355(c), that every employee who works on the proposed project:
  - Will receive a copy of the company's drug-free policy statement; and
  - Will agree to abide by the terms of the company's statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future state awards if the CEC determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

d. National Labor Relations Board Certification (Not applicable to public entities)

The Recipient, by signing this Agreement, swears under penalty of perjury that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Recipient within the immediately preceding two-year period because of the Recipient's failure to comply with an order of a federal court that orders the Recipient to comply with an order of the National Labor Relations Board.

e. Child Support Compliance Act (Applicable to California Employers)

For any agreement in excess of \$100,000, the Recipient acknowledges that:

- 1) It recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including but not limited to disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- 2) To the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

f. Air or Water Pollution Violation

Under state laws, the Recipient shall not be:

- 1) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district;
- 2) Subject to a cease-and-desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or
- 3) Finally determined to be in violation of provisions of federal law relating to air or water pollution.

g. Americans With Disabilities Act

By signing this Agreement, the Recipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. Section 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

**24. CALIFORNIA TAXPAYER ACCESS TO PUBLICLY FUNDED RESEARCH ACT**

- a. As a condition to receiving funding under this Agreement, the Recipient agrees to fully comply with the California Taxpayer Access to Publicly Funded Research Act (California Government Code sections 13989 et seq., the "Act") and provisions of this section, which apply to publications describing knowledge, an invention, or technology funded within the scope of this Agreement.
- b. For purposes of complying with the Act and this section of the Agreement, the following definitions shall apply.
- 1) "Peer-Reviewed Manuscript" means a manuscript after it has been peer reviewed and in the form in which it has been accepted for publication in a scientific journal.
  - 2) "Research Grant" in the Act and "this Agreement" in this section mean this Agreement.
  - 3) "State Agency" in the Act means the Energy Commission.
- c. The Recipient shall provide for free public access to any Peer-Reviewed Manuscript developed within the scope of this Agreement.
- d. The Recipient shall ensure that any publishing or copyright agreements concerning Peer-Reviewed Manuscripts:
- 1) Fully comply with California Government Code section 13989.6;
  - 2) Do not conflict with the Energy Commission's rights under this Agreement;
  - 3) Secure for the Energy Commission the rights provided under this Agreement, including the rights to Intellectual Property as specified in Section 20; and
  - 4) Recognize the free public access to the Peer-Reviewed Manuscript.
- e. The Recipient shall report to the CEC the final disposition of any Peer-Reviewed Manuscript, including but not limited to if it was published; when it was published; where it was published; and, when the 12-month time

period expires, where the Peer-Reviewed Manuscript will be available for open access.

- f. Not later than 12 months after the official date of publication, or sooner if specified in the Schedule of Products, the Recipient shall make available to the CEC an electronic version of any Peer-Reviewed Manuscript that is developed within the scope of this Agreement.
- g. The Recipient shall make publicly accessible an electronic version of any Peer-Reviewed Manuscript that is developed within the scope of this Agreement, not later than 12 months after the official date of publication, on a repository approved in writing by the CEC, including but not limited to the University of California's eScholarship Repository at the California Digital Library; the California State University's ScholarWorks at the Systemwide Digital Library; or PubMed Central. The Recipient shall notify the CEC when the Peer-Reviewed Manuscript is available on an CEC-approved repository.
- h. If the Recipient is unable to ensure that its Peer-Reviewed Manuscript is accessible on an CEC-approved, publicly accessible repository, the Recipient may comply by providing the manuscript to the CEC not later than 12 months after the official date of publication.
- i. For any publications other than a Peer-Reviewed Manuscript, (herein referred to as "Other Publications") including scientific meeting abstracts, developed within the scope of this Agreement, the Recipient shall:
  - 1) Provide an electronic version of the Other Publications to the CEC not later than 12 months after the official date of publication.
  - 2) Ensure that any publishing or copyright agreements concerning Other Publications:
    - a. Do not conflict with the CEC's rights under this Agreement.
    - b. Secure for the CEC the rights provided under this Agreement, including the rights to Intellectual Property as specified in Section 20.
- j. The Act states that "Grantees are authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution." Recipient agrees that for purposes of this Agreement, the Recipient is only authorized to use funds under this Agreement, including Matching funds, for these purposes **if the expenses are included in the Agreement's Budget and meet the other Agreement requirements for payment, including that the CEC will only reimburse the Recipient for expenditures incurred during the Agreement term. If these expenses are not included in the Budget, both parties must agree and amend the Budget to include such**

expenditures before Recipient is authorized to use Agreement funds, either reimbursable expenses or match, for these purposes.

- k. Should a conflict exist between the terms in this Section 24 and other terms of this Agreement, the terms in this section prevail.

## **25. COMMISSION REMEDIES FOR RECIPIENT'S NON-COMPLIANCE**

Without limiting any of its other remedies, the CEC may, for Recipient's noncompliance of any Agreement requirement, withhold future payments, demand and be entitled to repayment of past reimbursements, or suspend or terminate this Agreement. The tasks in the Scope of Work are non-severable, and completion of all of them is material to this Agreement. Thus, the Commission, without limiting its other remedies, is entitled to repayment of all funds paid to Recipient if the Recipient does not timely complete all tasks in the Scope of Work.

If over the course of performing under this Agreement, the CEC and the Recipient agree that a change is warranted to the Scope of Work, the parties can amend this Agreement.

## **26. RECEIPT OF CONFIDENTIAL INFORMATION AND PERSONAL INFORMATION**

- a. For the purposes of this Section, "confidential information" refers to information the CEC has designated as confidential pursuant to Title 20 CCR Section 2505 et seq., information the CEC has otherwise deemed or stated to be confidential, and other information exempt from public disclosure under the provisions of the California Public Records Act or other applicable state or federal laws.
- b. For the purposes of this Section, "personal information" refers to information that meets the definition of "personal information" in California Civil Code section 1798.3(a) or one of the data elements set forth in California Civil Code section 1798.29(g)(1) or (g)(2). **Personal information is a type of confidential information and is therefore subject to all requirements for confidential information provided in this Agreement and applicable law. However, there are additional requirements specific to personal information.**
- c. For the purposes of this Section, "special terms for confidential information" refers to the CEC's special terms and conditions for the receipt of confidential information and personal information. The CEC's special terms for confidential information include, but are not limited to, having in place an Information Security Program Plan and obtaining nondisclosure agreements from all individuals who will be provided access to confidential information or personal information.
- d. If the Recipient will receive confidential information or personal information from the CEC or a third-party for the performance of this Agreement, the Recipient must first agree to and comply with the CEC's special terms for confidential information.

- e. If any other individual or entity participating in any way with this Agreement, including but not limited to subcontractors, subawardees, vendors, and other project partners, will receive confidential information or personal information from the CEC or a third-party for the performance of this Agreement, that individual or entity must first agree to and comply with the CEC's special terms for confidential information. The Recipient must flow-down the CEC's special terms for confidential information into each subcontract, subaward, vendor agreement, or other project partner agreement that will be provided access to confidential information or personal information before the individual or entity has access to any such information. Recipient must also require all individuals and entities to flow-down this Section to any lower tier subcontractors, subawardees, vendors, project partners, and other individual or entity participating in any way with this Agreement that will be provided access to Confidential Information or Personal Information before the individual or entity has access to any such information.
- f. If this Agreement does not include the CEC's special terms for confidential information and CEC determines the Recipient or any other individual or entity participating in any way with this Agreement will receive confidential information or personal information from the CEC or a third-party for the performance of this Agreement, the CEC reserves the option to amend this Agreement to add its special terms for confidential information.
- g. Except as provided in Title 20 CCR Sections 2506, 2507, and 2508, and the CEC's special terms for confidential information, Recipient or any other individual or entity participating in any way with this Agreement may not disclose any information provided to it by the CEC or a third party for the performance of this Agreement if the information has been designated as confidential or is the subject of a pending application for confidential designation.

## 27. DEFINITIONS

- **Agreement** means this grant agreement executed between the CEC and the Recipient.
- **Agreement Term** means the length of this Agreement, as specified on the Agreement signature page (form CEC-146).
- **Budget Categories** means the following categories in Exhibit B, Budget: Direct Labor, Fringe Benefits, Travel, Equipment, Materials and Miscellaneous, Subrecipients and Vendors, and Indirect Costs and Profit. Budget Category means one of these Budget Categories.
- **CAM** means Commission Agreement Manager.
- **CEC** means California Energy Commission.

- **Data** means any recorded information that relates to the project funded by the Agreement, whether created or collected before or after the Agreement's effective date.
- **Effective Date** means the date on which this Agreement is signed by the last party required to sign, provided that signature occurs after the Agreement has been approved by the CEC at a business meeting or by the Executive Director or his/her designee.
- **EPIC** means the Electric Program Investment Charge, an electricity ratepayer-funded surcharge authorized by the California Public Utilities Commission in December 2011.
- **Equipment** means products, objects, machinery, apparatus, implements, or tools that are purchased or constructed with Energy Commission funds for the project, and that have a useful life of at least one year and an acquisition unit cost of at least \$5,000. "Equipment" includes products, objects, machinery, apparatus, implements, or tools that are composed by over thirty percent (30%) of materials purchased for the project. For purposes of determining depreciated value of equipment used in the Agreement, the project will terminate at the end of the normal useful life of the equipment purchased and/or developed with CEC funds. The CEC may determine the normal useful life of the equipment.
- **Incurred Costs** means an expense for which the Recipient has become liable (legally obligated) to pay.
- **Independently Funded Intellectual Property** means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice by the Recipient, Subrecipients, any lower-tiered level of Sub-Subrecipients, Vendors, or a third party during or after the Agreement term without CEC or match funds; and (b) associated proprietary rights to these items that are obtained without CEC or match funds, such as patent and copyright.

“Works of authorship” does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices. The CEC owns such products regardless of their funding source.

- **Intellectual Property** means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice with Agreement or match funds during or after the Agreement term; (b) any associated proprietary rights to these items, such as patent and copyright; and (c) any upgrades or revisions to these items.

“Works of authorship” does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices.

- **Invention** means intellectual property that is patentable.
- **Load-serving entity** means a company or other organization that provides electricity to EPIC ratepayers.
- **Match Funds** means cash or in-kind (i.e., non-cash) contributions provided by the Recipient, Subrecipients, any lower-tiered level of Sub-Subrecipients, Vendors, or a third party for a project funded by the CEC. If this Agreement resulted from a solicitation, refer to the solicitation’s discussion of match funding for guidelines specific to the project.
- **Materials** means the substances used to construct, or as part of, a finished object, commodity, device, article, or product and that does not meet the definition of Equipment.
- **MTDC (Modified Total Direct Costs)** means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of which subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, rental costs, tuition remission, scholarships and fellowships, and the portion of each subaward in excess of \$25,000.
- **Ownership** means exclusive possession of all rights to property, including the right to use and transfer property.
- **Paid Costs** means an expense for which the Recipient has already made payment.

- **Pre-existing intellectual property** means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that the Recipient, Subrecipients, any lower-tiered level of Sub-Subrecipients, Vendors, or a third party owned or possessed prior to the effective date of this Agreement and that have not been developed, altered, or reduced to practice with CEC or match funds; and (b) associated proprietary rights to these items that are obtained without CEC or match funds, such as patent and copyright.
- **Product** means any tangible item specified for delivery to the CEC in the Scope of Work.
- **Project** means the entire effort undertaken and planned by the Recipient and consisting of the work funded by the CEC. The project may coincide with or extend beyond the Agreement term.
- **Project-relevant pre-existing intellectual property and project-relevant independently funded intellectual property** means pre-existing and independently funded intellectual property used to support a premise, postulate, or conclusion referred to or expressed in any product under this Agreement.
- **Recipient** means the entity that executed this Agreement with the CEC.
- **Sale, Sales, and Sold** mean the sale, license, lease, or other transfer of intellectual property.
- **Sales Price** means the price at which intellectual property is sold, excluding normal returns and allowances such as sales tax.
- **State** means the state of California and all California state agencies within it, including but not limited to commissions, boards, offices, and departments.
- **Subaward** for the Recipient means all agreements it has with Subrecipients and Vendors. For a Subrecipient, a Subaward means all agreements it has with Sub-Subrecipients and Vendors. For any lower-tiered level of Sub-Subrecipient, a Subaward means all agreements it has with its own Sub-Subrecipients and Vendors.
- **Subrecipient (formerly Subcontractor)** means a person or entity that receives grant funds directly from the Recipient and is entrusted by the Recipient to make decisions about how to conduct some of this Agreement's activities. A Subrecipients role involves discretion over grant activities and is not merely just selling goods or services.

- **Sub-Subrecipient** has the same meaning as a Subrecipient except that it receives grant funds from a Subrecipient or any lower tier level of a Sub-Subrecipient.
- **Unrelated Company** has the meaning set forth in section 7.g. of this Exhibit C.
- **Vendor** means a person or entity that sells goods or services to the Recipient, Subrecipient, or any lower-tiered level of Sub-Subrecipient, in exchange for some of the grant funds, and does not make decisions about how to perform the grant's activities. The Vendor's role is ministerial and does not involve discretion over this Agreement's activities.

# Exhibit C-1

## Confidential Products and Project-Relevant Pre-Existing and Independently Funded Intellectual Property

### 1. Instructions

#### Identification of Confidential Information

- **Prior to the effective date of the Agreement**, the Recipient must identify in Section 2 of this attachment any products (or information contained within products) that it considers to be confidential. If the Energy Commission agrees that the information is confidential, it will not disclose it except as provided in Section 19 (Confidentiality) of these terms and conditions.
- **During the Agreement**, if the Recipient develops additional information not originally anticipated as confidential, it must follow the procedures for a request for designation of confidential information specified in Title 20 California Code of Regulations (CCR) Section 2505.

The Energy Commission's Executive Director will make the confidentiality determination. Following this determination, the confidential information may be added to this attachment through a Letter of Agreement (see Section 6 (Amendments) and Attachment 2 (Sample Letter of Agreement)). The Energy Commission will not disclose information subject to an application for confidential designation except as provided in Section 19.

- **When submitting products containing confidential information**, the Recipient must mark each page of any document containing confidential information as "confidential" and present it in a sealed package to the Contracts, Grants, and Loans Office.

The Commission Agreement Manager may require the Recipient to submit a non-confidential version of the product, if it is feasible to separate the confidential information from the non-confidential information.

#### Identification of Project-Relevant Independently Funded and Pre-Existing Intellectual Property

- The Recipient must identify all project-relevant pre-existing intellectual property and project-relevant independently funded intellectual property in Section 3 of this attachment prior to the effective date of the Agreement, or within sixty (60) days of becoming aware that the property has been or will be used to support a premise, postulate, or conclusion referred to or expressed in any product under the Agreement. This attachment may be amended by a Letter of Agreement (see Section 6 (Amendments) and Attachment 2 (Sample Letter of Agreement)).
  - **"Project-relevant pre-existing intellectual property" and "project-relevant independently funded intellectual property"** mean pre-existing and independently funded intellectual property used to support a premise, postulate, or conclusion referred to or expressed in any product under the Agreement.
  - **"Pre-existing intellectual property"** means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that the Recipient or a third party owned or possessed prior to the effective date of this Agreement and that have not been developed, altered, or reduced to practice with Energy Commission or match funds; and (b) associated proprietary rights to these items

- that are obtained without Energy Commission or match funds, such as patent and copyright.
- **“Independently funded intellectual property”** means: (a) inventions, technologies, designs, drawings, data, software, formulas, compositions, processes, techniques, works of authorship, trademarks, service marks, and logos that are created, conceived, discovered, made, developed, altered, or reduced to practice by the Recipient or a third party during or after the Agreement term without Energy Commission or match funds; and (b) associated proprietary rights to these items that are obtained without Energy Commission or match funds, such as patent and copyright.

“Works of authorship” does not include written products created for Agreement reporting and management purposes, such as reports, summaries, lists, letters, agendas, schedules, and invoices. The Commission owns such products regardless of their funding source.

- **Failure to identify project-relevant pre-existing or independently funded intellectual property** in this attachment may result in the property’s designation as “intellectual property” that is subject to licenses and royalties, as described in Sections 21 (Intellectual Property) and 22 (Royalty Payments to the Commission).

**2. Confidential Products and/or Confidential Information Contained within Products**

The Energy Commission designates the following products (or information contained within products) as confidential, in accordance with Title 20 California Code of Regulations Section 2505(c)(2)(B).

<b>Product name</b>	
<b>Task/subtask number</b>	
<b>Information to be kept confidential</b>	<input type="checkbox"/> Entire product <input type="checkbox"/> Selected information within product ( <i>describe below; be as specific as possible</i> ):
<b>Legal basis for confidentiality designation</b>	<input type="checkbox"/> California Public Records Act, located in California Government Code Sections 6250 et seq. ( <i>identify the relevant section(s) and subsections(s) below</i> ):  <input type="checkbox"/> Other law ( <i>identify below, including the relevant section(s) and subsections(s)</i> ):
<b>Term of confidentiality</b>	MM-DD-YY to MM-DD-YY
<p><b>Trade secrets only</b></p> <p>Answer the following questions if the product/information described above is considered a trade secret (i.e., confidential business information that provides the business with a competitive advantage):</p> <ol style="list-style-type: none"> <li>1. What is the nature of the competitive advantage provided by the product/information?</li> <li>2. How would the competitive advantage be lost by disclosure? (generally describe the value of the product/information and the ease or difficulty with which it may be legitimately acquired or duplicated by others).</li> </ol>	

**3. Project-Relevant Pre-Existing Intellectual Property and Project-Relevant Independently Funded Intellectual Property**

The Recipient has identified the following items as "project-relevant pre-existing intellectual property" and/or "project-relevant independently funded intellectual property," as defined in Sections 20 (Pre-Existing and Independently Funded Intellectual Property) and 25 (Definitions) of these terms and conditions. The Commission makes no ownership, license, or royalty claims to this property, and may only access it for the purposes described in Section 20.

<b>Name/Title of Intellectual Property</b>	Solid-State Transformer
<b>Type of Intellectual Property</b>	<input checked="" type="checkbox"/> Project-relevant pre-existing intellectual property <input type="checkbox"/> Project-relevant independently funded intellectual property <input checked="" type="checkbox"/> Invention <input type="checkbox"/> Process <input type="checkbox"/> Technology <input checked="" type="checkbox"/> Technique <input type="checkbox"/> Design <input type="checkbox"/> Work of Authorship <input type="checkbox"/> Drawing <input type="checkbox"/> Trademark/ Service mark <input type="checkbox"/> Data <input type="checkbox"/> Logo <input type="checkbox"/> Software <input type="checkbox"/> Formula
<b>Registered or Pending Intellectual Property (i.e., copyrights, patents, or trademarks that are registered or pending with the U.S. Copyright Office or the U.S. Patent and Trademark Office)</b>	<input type="checkbox"/> Copyright <input type="checkbox"/> Patent <input type="checkbox"/> Trademark/ Service mark Name of owner: Number and date: <i>For pending applications</i> Name of applicant: Application number and date:
<b>Unregistered Intellectual Property</b>	<input type="checkbox"/> Copyright <input type="checkbox"/> Trademark/ Service mark <input checked="" type="checkbox"/> Trade Secret Name of owner: RockeTruck, Inc.
<b>Description of how the property will be or has been used to support a premise, postulate, or conclusion referred to or expressed in any product under the Agreement</b>	Application of surge blocker to provide lightning protection for sensitive components. This protects the sensitive electronic components at reduced cost.  Techniques for making Solid-State transformer operate with bypassed module. Module can be bypassed in service if failed. This provides a degree of redundancy the enables the high reliability for commercial revenue service.

## **Exhibit D**

### **Special Terms and Conditions**

#### ***1. INSOLVENCY, BANKRUPTCY OR RECEIVERSHIP***

The Recipient shall immediately, but no later than five calendar days, notify the CEC if the Recipient, the Recipient's parent, a subrecipient, a vendor, or a site host is planning for any of the following events: (1) the entity's filing of a voluntary case seeking liquidation or reorganization under the Bankruptcy Act or similar applicable law; (2) the entity's consent to the institution of an involuntary case under the Bankruptcy Act or similar applicable law; (3) the filing, or planning of filing, of any similar proceeding for or against the entity, or the entity's consent to the dissolution, winding-up or readjustment of its debts, appointment of a receiver, conservator, trustee, or other officer with similar powers over the entity, under any other applicable law; or (4) the entity's insolvency due to its inability to pay debts generally as they become due.

Such notification shall be in writing and shall: (1) specifically set out the details of the occurrence of the event; (2) provide the facts surrounding that event; and (3) provide the impact such event will have on the project being funded by this Agreement.

Upon the occurrence of any of the four events described above, the CEC reserves the right to conduct a review of the Agreement to determine the Recipient's compliance with the required elements of the Agreement (including such items as match share, progress towards project objectives, and submission of required products). If the CEC review determines that there are significant deficiencies or concerns with the Recipient's continued performance under the Agreement, the CEC reserves the right to take any action available under this Agreement including, but not limited to, issuing a Stop Work Order or terminating the Agreement.

Failure of the Recipient to comply with this term may be considered a material breach of this Agreement.

This term shall be flowed-down to all subawards and site host agreements.

## EXHIBIT E

### Agreement Contacts

<p><b>Commission Agreement Manager:</b>  <i>(Progress Reports and Non-Confidential Products may be emailed to the CAM or uploaded into ECAMS with Invoice.)</i>            Katelynn Dinius            California Energy Commission            715 P Street, MS-51            Sacramento, CA 95814            e-mail: katelynn.dinius@energy.ca.gov</p>	<p><b>Recipient Project Manager:</b>             George Santamaria            RockeTruck, Inc.            2415 Auto Park Way, Escondido, CA 92029            Phone: (760) 638-6746            e-mail: george@rocketruck.com</p>
<p><b>Confidential Products:</b>             Email a request to submit Confidential Products to: CGLfiles@energy.ca.gov             Subject line should read:   <i>Request to Submit Confidential Products:            [Recipient Name and CEC Agreement]</i></p>	<p><b>Recipient Administrator:</b>             Michael Simon            RockeTruck, Inc.            2415 Auto Park Way, Escondido, CA 92029            Phone: (760) 504-3278            e-mail: mike@rocketruck.com</p>
<p><b>Please submit electronic invoices in ECAMS:</b>   <a href="https://ecams.energy.ca.gov/s/login/">https://ecams.energy.ca.gov/s/login/</a></p>	<p><b>Recipient Accounting Officer:</b>             Michael Simon            RockeTruck, Inc.            2415 Auto Park Way, Escondido, CA 92029            Phone: (760) 504-3278            e-mail: mike@rocketruck.com</p>
<p><b>Commission Legal Notices:</b>             Tatyana Yakshina            Grants Manager            715 P Street, MS-1            Sacramento, CA 95814            Phone: (916) 827-9294            e-mail: tatyana.yakshina@energy.ca.gov</p>	<p><b>Recipient Legal Notices:</b>             Michael Simon            RockeTruck, Inc.            2415 Auto Park Way, Escondido, CA 92029            Phone: (760) 504-3278            e-mail: mike@rocketruck.com</p>

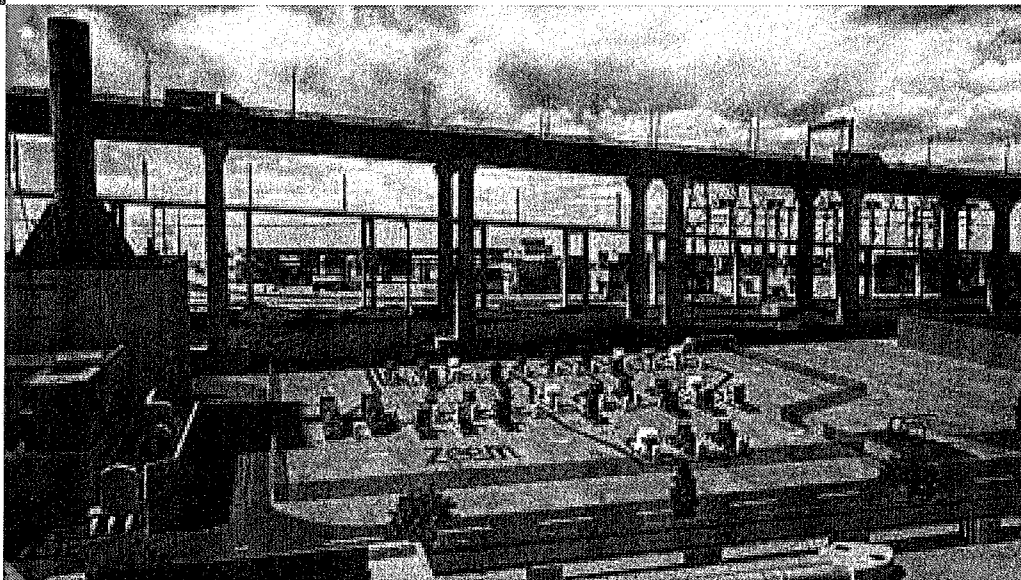
# **Exhibit B**

**RockeTruck, Inc.  
Electric Vehicle DC Hub Demonstration Project**

# ROCKETRUCK

## Application for an Electric Vehicle DC Hub (EVDCH) Demonstration

Submitted to San Pedro Bay Ports  
Technology Advancement Program



RockeTruck, Inc.

November 14, 2024

Technical Contact: George Santamaria, [george@rocketruck.com](mailto:george@rocketruck.com)

Business Contact: Michael Simon, [mike@rocketruck.com](mailto:mike@rocketruck.com)

2415 Auto Park Way

Escondido, CA 92029

(760) 888-6899

# Electric Vehicle DC Hub (EVDCH) Demonstration TAP Application

## Section 2. Project Description

### 2(a). Overview of Proposed Project

RockeTruck, a California-based company specializing in zero-emission transportation and energy solutions, proposes to enter into a funding agreement with the San Pedro Bay Ports Technology Advancement Program (TAP) for an *Electric Vehicle DC Hub (EVDCH)* demonstration project. The principal goal of the EVDCH project is to demonstrate that a direct current (DC) power distribution architecture can charge electric vehicles (EVs) more efficiently and cost-effectively than an alternating current (AC) distribution architecture. To validate this premise, a DC Hub architecture will be installed at a major electric truck charging facility at 2401 East Pacific Coast Highway, Wilmington CA, near the Ports of Los Angeles and Long Beach (“the Ports”), to be operated by Zeem Solutions, RockeTruck’s EVDCH demonstration partner. As explained in more detail under 2(b). *Technology Description and Principle of Operation*, the key new component of the planned DC Hub architecture will be a solid-state transformer (SST), which is expected to be more compact than a conventional transformer. Whereas most transformers today distribute power in the same AC waveform used to transmit power across the electric power grid, the SST will convert the grid AC power to DC power before distributing the power around the Zeem facility to the various EV chargers using this power. The EVDCH project will also involve development of a custom EV charger capable of handling much higher input voltage than today’s typical EV chargers.

RockeTruck’s EVDCH project recently received strong support from the California Energy Commission (CEC), which awarded RockeTruck a \$4 million grant under its “Grid-Supportive Transportation Electrification” program. The project is expected to be approved at the CEC’s business meeting on November 13, 2024 and should officially commence within a few weeks of that date. RockeTruck is seeking TAP co-funding in the amount of \$600,000, which will go toward the total \$1,078,021 cost share RockeTruck and Zeem have pledged to contribute over the course of the EVDCH project, which is scheduled to have a duration of three years, extending until late 2027. Following are answers to key questions about the project that were raised by Port staff as part of the Request for Information (RFI) process that preceded this proposal.

*Question #1: How is the charging technology innovative and how can it be confirmed that it is not yet commercially available?*

Answer #1: The charging technology is innovative because the conversion from alternating current (AC) to direct current (DC) occurs at the transformer and not the charger, and because the charger is designed to accept a much higher input voltage than commercially available chargers. Nearly all grid-connected buildings, including charging facilities, run on AC power. Residences generally run on single-phase 120 or 240-volt AC power, and commercial facilities usually operate on three-phase 208 or 480-volt AC power. Step-down transformers take AC power from the grid transmission lines, typically at input voltages in the tens of kilovolts (kV), and drop them down to these lower, safer distribution voltages. Residential EV chargers convert the 120 or 240-volt single phase AC power to the 300 to 600 volts DC required by most passenger EVs. Commercial EV chargers more often convert 208 or 480-volt AC power to voltages of 400 to 800 volts DC to charge batteries in trucks and buses. In both cases, this paradigm requires virtually all EV chargers or the vehicles to have built-in power converters that convert AC power from the building’s AC distribution voltage to DC power. These chargers are typically limited to a maximum input voltage of 480 volts AC.

The key innovations of the EVDCH project are use of a different type of transformer to convert the high-voltage AC power from the transmission line to a medium DC voltage – in this case 1,500 volts DC – and development of a customized EV charger that can handle this higher voltage. The EV chargers use innovative designs that eliminate the inverter stage, as the conversion from AC to DC is handled by the



## **Electric Vehicle DC Hub (EVDCH) Demonstration TAP Application**

transformer. Each charger only needs to step down and regulate the 1,500 volt DC power from the EVDCH transformer into DC power at whatever voltage the vehicle requires. In addition reducing the size of the entire charging infrastructure, the proposed system offers the advantage of making it easier to charge trucks at voltages of up to at least 1,000 and – eventually – at megawatt charging levels. These additional innovations are expected to increase the commercial utility of electric trucks as they are adopted over the next several years.

*Question #2: How does the SAE standard J3271 fit with overall technology plans, and how does our system take this standard into account?*

Our technology plans dovetail nicely with J3271 because, as mentioned above, medium-voltage DC power distribution will help facilitate adoption of chargers capable of charging at power levels of up to one megawatt – the threshold addressed by J3271. The main advantage of our proposed architecture in this regard is that increasing the distribution voltage reduces the current required, and the higher the targeted power level, the more important this benefit becomes. Using conventional 480-volt AC power, distribution has to occur at current levels on the order of 1500 amperes to enable charging at a power level of one megawatt. This current level usually requires 4 or more parallel 4-inch conduits or cable trays with the largest practical conductor sizes. At our planned distribution voltage of 1,500 volts DC, the current level for megawatt distribution is reduced to less than 700 amperes. This is still high by today's standards, but much more manageable than 1500 amperes.

*Question #3: Characterize the potential trucks that might utilize the proposed infrastructure.*

The proposed infrastructure will be most beneficial for large trucks with large battery packs that need to be charged relatively quickly. As a stepping-stone toward achieving megawatt charging, our EVDCH architecture will be able to charge each truck at up to 250 kW. This will enable a typical electric drayage truck with 150 to 500 kilowatt-hours (kWh) of battery storage capacity to charge up from near-zero charge to a nearly full charge in 2 hours or less. A ten-minute charge will give a Class 8 drayage truck enough energy to extend its range by 15-20 miles.

*Question #4: Provide a detailed schedule of deliverables.*

Please see Table 2 in Section 4(b).

*Question #5: Expand on the demonstration goals of the project, including data to be collected and the project objectives. This discussion should differentiate the proposed TAP project demonstration from commercial operation of EV charging infrastructure.*

The primary demonstration goals will be to validate the performance metrics summarized in Table 1 in Section 2(d). As discussed above and referenced in this table, commercially-available EV charging infrastructure today depends on conventional AC power distribution at 208 to 480 volts, whereas our unique infrastructure will step this up to 1,500 volts DC. Data collected during the demonstration project will validate the safety and reliability of this medium-voltage DC distribution method, while also helping to quantify benefits such as smaller footprint and increased energy efficiency.

*Question #6: Discuss the plan to obtain field certification of the system.*

We will work closely with our project partners, including Southern California Edison, site host Zeem Solutions, and engineering support contractors, to make sure all necessary certifications are obtained, whether through the planned field tests or additional laboratory testing.

*Question #7: Include documentation of the CEC match funding that applies to the proposed project and provide a copy of the contract agreement or GFO application for this project.*

The CEC match funding was approved at its November 13, 2024 business meeting. Attached is a copy of



## Electric Vehicle DC Hub (EVDCH) Demonstration TAP Application

the Notice of Proposed Award showing that RockeTruck was selected, along with the main volumes of RockeTruck's winning application. The formal agreement between the CEC and RockeTruck can be provided when RockeTruck receives an electronic copy and authorization to proceed, which is expected to occur within a few weeks of the date of this application. A breakdown of planned project expenditures by use and funding sources is provided in Table 3 in Section 4(d).

### 2(b). Technology Description and Principle of Operation

EVDCH will make EV charging easier and more efficient by using a solid-state transformer (SST) to convert AC power from the grid to medium voltage DC (MVDC) power, and then distributing the MVDC power to a network of unique chargers designed to operate on at the MVDC-voltage levels. The MVDC distribution voltage will be 1,500 volts DC, so each charge dispenser will have a DC-to-DC converter to step down this voltage to the EV charge voltage, which today is typically 600-800 volts DC (VDC), but in the future could be 1,000 VDC or higher. This is a significant departure from current practices, which are based on using conventional transformers to step down grid power to 208 or 480 volts AC (VAC), and then distributing AC power to EV chargers (and other facility loads). Expected benefits of this approach include the following:

- 1: The SST will be smaller than a conventional transformer.
- 2: The charge dispensers will be simpler, smaller, and less expensive than conventional chargers because the chargers will not have to perform the AC-to-DC conversion function.
- 3: DC power distribution will be electrically efficient and will make it easier to integrate renewable energy resources such as solar photovoltaic (PV) power or stationary battery energy storage into the overall architecture.

Following are descriptions of these key components.

*Solid-State Transformer (SST)* – RockeTruck's SST for the EVDCH demonstration, rated at 1.05 megawatts (MW), will use a "Cascade H-Bridge" (CHB) design utilizing six AC/DC H-bridge converters connected in series on each phase, with the three phases connected in a "wye" configuration. As illustrated in Figure 1, the DC output of each H-bridge will feed the primary side of an isolated DC-to-DC converter, and the secondary side of each converter will be parallel-connected to produce the desired 1.5 kV output. We selected the CHB design after evaluating several alternative topologies, such as using series strings of half bridge modules for each branch of a three-phase bridge, commonly known as a multimodule converter (MMC), to convert the MVAC into MVDC, followed by conversion of MVDC to LVDC. In our view, the CHB design approach has two main advantages over the other topologies – simplifying

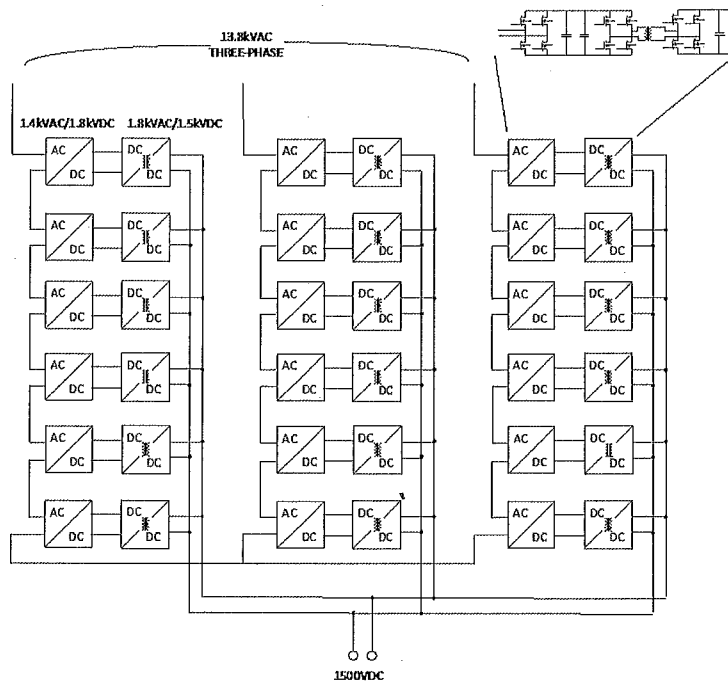


Figure 1. Cascade H-Bridge (CHB) transformer design.



## Electric Vehicle DC Hub (EVDCH) Demonstration TAP Application

control, using conventional pulse-width modulation (PWM) techniques to control the aggregate AC current and power flow in the front-end DC conversion process, and greater parts commonality, utilizing the same H-bridge for the dual active bridge (DAB) converter design for the back-end DC-to-DC conversion stage and the front-end AC-to-DC stage.

Power from the SST will be distributed to a network of charge station converters (CSCs) to interface with the EVs being charged, via a 1,500-volt DC distribution bus. The SST and CSC units will use the same silicon-carbide (SiC)-based dual active bridge (DAB) power modules as their core building blocks to reduce costs and simplify maintenance. Use of SiC to achieve high switching frequencies and elimination of the DC-to-AC conversion step will reduce the size of the SST and CSC units, achieving a key project goal. A prototype architecture consisting of an SST rated at 1.05 MW and four CSC units will be installed and demonstrated at a truck maintenance and charging facility owned by Zeem Solutions in Wilmington, California to validate the proposed technology and to kick off a global outreach and marketing campaign. All major components of this architecture will be manufactured in California and marketed globally to compete against the companies that presently dominate the market for transformers and electric vehicle (EV) chargers, which are predominantly foreign firms such as Siemens and Hitachi.

The RockeTruck SST will foster numerous technological advancements and innovations to minimize footprint and the complexity of installation and servicing. The switching components of the selected dual active bridge (DAB) converter topology will use state-of-the-art silicon carbide (SiC) MOSFETs. Later generations of our SST may evolve to use SiC MOSFETs rated as high as 6.5 kV, but to mitigate technical risk on this project, we will use devices rated at 3.3 kV, which are proven and commercially available. The 1.05 MW target power rating for our SST will require 45 amps of input current at unity power factor, well within the range of smaller MOSFETs we can purchase from companies such as GeneSiC Semi-conductor, a California-based division of Navitas. Two such devices will be required in each circuit branch, or eight in each sub-module used in the H-bridge and DAB modules. Figure 2 shows our current sub-module design. The dimensions, shown in inches and millimeters, indicate its compactness.

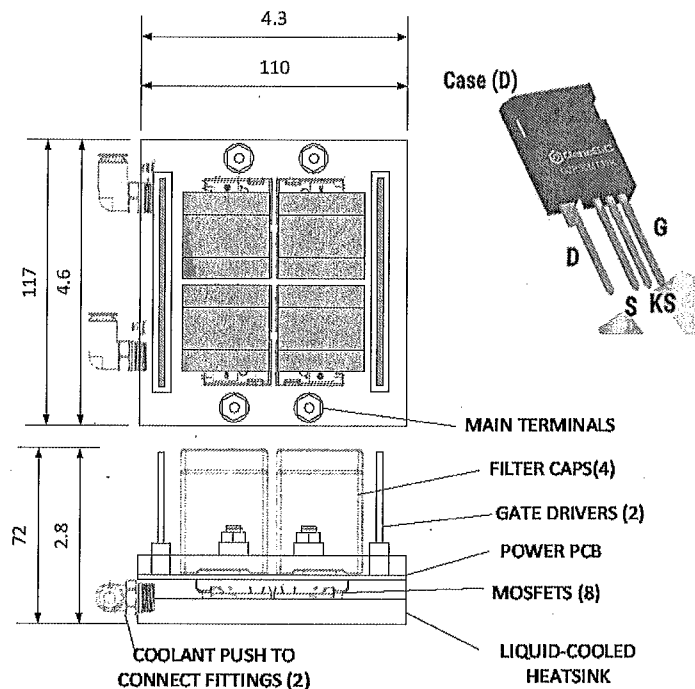


Figure 2. H-Bridge Submodule design using 3.3 kV MOSFETs (dimensions shown in inches and mm).

A further benefit of the SST is the capability to program the AC input power factor, a capability equivalent to that of a static Volt-Amps Reactive (VAR) generator. This can stabilize the voltage on a weak power system, boost the available power in some use cases, and eliminate the need to install additional power factor correction capacitor cabinets. To minimize the assembly complexity and footprint of the SST, we propose a dry-type/liquid-cooled design in which high-frequency transformers will have embedded cooling channels in their windings. The 18 high-frequency transformers required, along with the AC-to-DC and DAB H-bridges, can then be installed into a common enclosure with estimated dimensions of 24"



## Electric Vehicle DC Hub (EVDCH) Demonstration TAP Application

wide x 44" deep x 72" tall – significantly smaller than a typical 480 VAC output step-down transformer. Auxiliary components contained within these enclosures will include surge arresters and inductors to protect the CHB circuits from lightning surges of up to 95 kV, vacuum circuit breakers to disconnect and isolate input power, potential transformers and current transformers for SST control, and a control power transformer to provide low-voltage power for accessories (cooling pump, fan controls, and pre-charge). The proposed SST architecture also has the advantage of enabling continued operation in the event of a module failure. Each primary CHB AC bridge input will have a bypass contactor, rated for 2,000 V across contacts and 95 kV BIL to ground. When a module failure is detected, PWM will cease and the respective bypass contactor will close, and the inverter controls will adjust the voltage phase and magnitude commands to produce a balanced three-phase input loading with one sixth of the voltage output lost on one phase. This technique is commonly employed in CHB inverter motor drives.

*EV Chargers* – The EV chargers to be powered by the EVDCH architecture will be used primarily to charge electric drayage trucks operating at the Ports. The 1.05 MW limit of the SST will enable all four chargers to be used simultaneously at power levels up to about 250 kW, a level that will enable full charging of a typical Class 8 drayage truck in 1-2 hours. Following the EVDCH demonstration project, larger transformers supporting larger numbers of chargers can be developed.

Each EV charger will use an internally developed isolating Charge Station Converter (CSC), using the same SiC-based technology used in the SST, to convert the 1,500 VDC distribution current to the required charge voltage, typically 400 to 800 VDC. As discussed previously, the CSC will be unique in its ability to handle significantly higher input voltages than today's commercially-available chargers, as well as its ability to accept DC voltage instead of AC. The CSC will be smaller, more efficient, and less expensive than conventional EV chargers because DC-to-DC conversion requires only a single-stage device, whereas converting power from AC to DC and then adjusting the DC voltage to the desired output voltage requires a two-stage device. Other components of each charger will include our own proprietary Charge Distribution Controller (CDC) and Supply Equipment Communications Controller (SECC). The CDC will communicate with the SST and the SECC will communicate with the EV, collecting vehicle parameters and regulating charging stages. Each charger will also have a charge cable conforming to industry standards and a touchscreen display.

### Medium Voltage Distribution Subsystem

– Figure 3 is a one-line architecture diagram, showing SST 13.8 kV output distributed at 700 amps on two poles, a significant reduction from the aggregate 1,200-1500 amps required for distribution with 1 MW output at 480 VAC. This will reduce the sizing and cost of the conduit

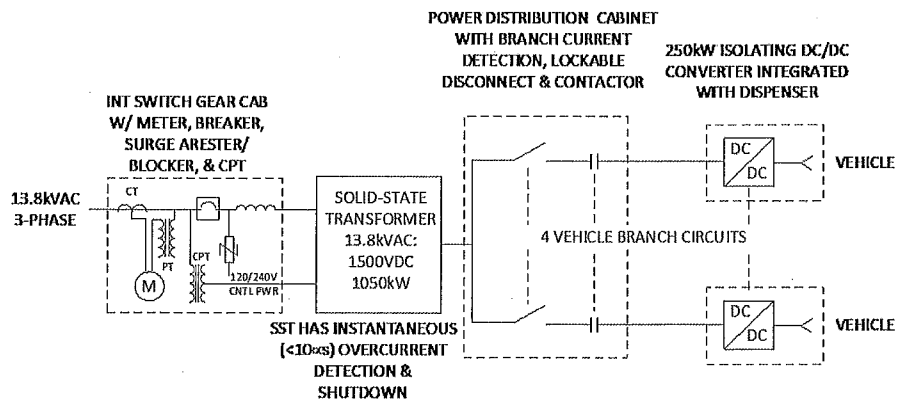


Figure 3. One-line diagram of proposed EVDCH architecture.

required to connect the SST to each charger, while increasing electrical efficiency. As discussed above, power electronics for each charger will be simplified by eliminating the need for the AC-to-DC front end. We will install four DC chargers supported by an SST in this configuration at a cargo transfer facility in Wilmington that is already one of the largest U.S. sites for charging Class 8 electric trucks. Charging heavy-duty electric drayage trucks at this site over a 6-month period will provide a real-world demonstration of



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the competitive advantages of our SST and broader EVDCH architecture design in a high-visibility setting that will help encourage broader adoption of the proposed technology.

### **2(c). Projected Air Quality Benefits of the Technology, Including Emissions Testing Results**

The proposed EVDCH technology will improve air quality to the extent it increases the use of EVs. The project is targeted at accelerating adoption of battery-electric drayage trucks and reducing reliance on diesel trucks for carrying port cargo. Diesel drayage trucks carry heavy loads and spend long times idling and moving at slow speeds, which reduces their efficiency and causes their diesel engines to produce more emissions per mile of use than just about any other type of road vehicle. Heavy-duty vehicles supporting the San Pedro Bay Ports produced 356,601 tons of CO<sub>2</sub> in 2023, along with 350 tons of NO<sub>x</sub>, 285 tons of CO, and 47 tons of other criteria pollutants.<sup>1</sup>

EVDCH technology will address this problem by reducing the footprint of charging infrastructure, which in turn will help increase the number of chargers that can be installed near the ports – a region where land is scarce and highly expensive. EVDCH technology will also facilitate use of higher power chargers, which can charge drayage trucks faster. This will increase the number of trucks that can be charged with a given amount of infrastructure and mitigate one of the biggest operational and economic disadvantages of electric trucks as compared with diesel and natural gas trucks that can be fueled in just a few minutes. If EVDCH technology reduces charging infrastructure footprint by one-third as discussed below, and also enables power increases that reduce average charge time by one-third, the number of trucks that could be charged at a given size facility could be doubled. EVDCH technology can yield additional emissions reductions by simplifying the integration of renewable energy sources such as solar PV and battery storage. The new Zeem Solutions truck charging facility near the Long Beach International Gateway Bridge will initially have 84 charge stations that can charge 500 trucks per day and is projected to reduce CO<sub>2</sub> emissions by 4,000 tons during its first year of operation.<sup>2</sup> Clearly, EVDCH technology can have a significant impact if it can double emissions reductions of this magnitude.

### **2(d). Detailed Business Case, Including Projected Commercial Cost of Technology and Fuel**

The EVDCH project is designed to achieve three primary technical goals specified by the California Energy Commission: “higher efficiencies, a smaller equipment footprint, and streamlined DER integration compared to conventional AC hub architectures.” Our EVDCH architecture will also deliver benefits such as improved reliability and reduced maintenance costs. In both AC and DC hub architectures, the total footprint is driven by the sizes of the main transformer and the power electronics used to for each EV charger. Figure 4 compares the dimensions of these components in a conventional AC power distribution installation on the left with those of our proposed DC hub architecture to the right. As indicated, we estimate that our SST design will reduce the footprint of the main transformer from 15’ x 12’-7” (188.75 ft<sup>2</sup>) to 10’ x 12’-8” (126.67 ft<sup>2</sup>) – a reduction of one-third. Furthermore, the single stage power converters required at each charger in our DC distribution architecture can be mounted on posts that will reduce the footprint of each charger by more than 50% – from 9 ft<sup>2</sup> to less than 4.5 ft<sup>2</sup> per charger. In the DC distribution architecture to be operated by Zeem at the Wilmington cargo transfer facility, this will reduce the total footprint for all these components, including four chargers, from about 225 ft<sup>2</sup> to less than 150 ft<sup>2</sup>.

This reduction in footprint addresses a significant barrier to development of the EV charging infrastructure required to support larger scale deployments of commercial EVs. As discussed above, reducing the space required for such infrastructure can help accelerate the deployment of high-power chargers needed for quick recharging of large drayage truck battery packs. The cargo facility where this technology will be demonstrated is part of a larger cargo operation owned by BNSF Railway, and 75% of

<sup>1</sup> Port of Los Angeles, *Inventory of Air Emissions 2023, Technical Report*, August 2024

<sup>2</sup> <https://labusinessjournal.com/featured/zeem-starts-on-latest-truck-charging-depot/>



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the electric trucks supporting the Port of Long Beach already use chargers at this site. The technologies to electrify Class 8 drayage trucks have advanced rapidly over the past decade, which is likely to create growing demand for EV truck charging infrastructure over the next decade.<sup>3</sup> Long term adoption will be maximized by using success at this high-profile location as a springboard for marketing EVDCH technology for use in other large EVs such as electric transit buses and school buses, and eventually for application to microgrids and buildings that can benefit from medium voltage DC power distribution, such as data centers, military installations, and new multi-unit residential projects. As discussed previously, the relative simplicity of the each Charge Station Converter (CSC) will make these devices less expensive than conventional chargers and should also make them more reliable.

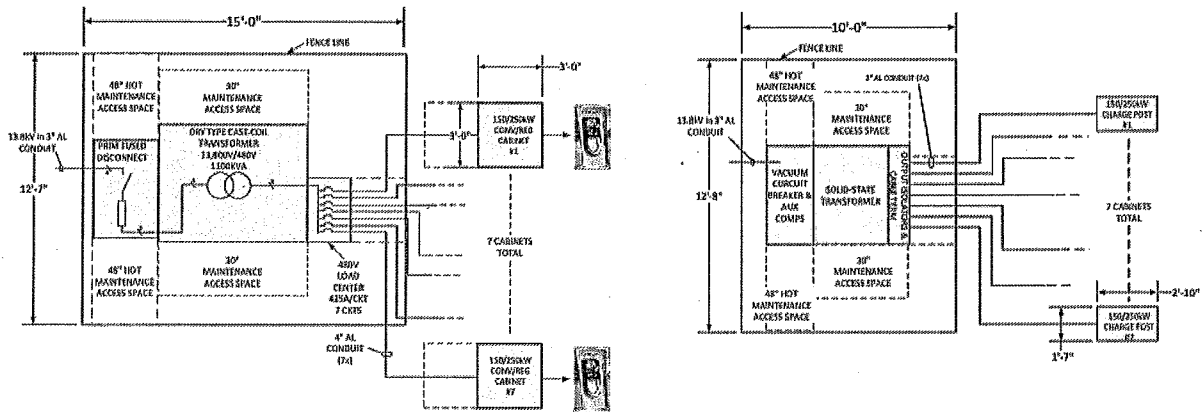


Figure 4. Footprint comparison - AC distribution vs. DC distribution architecture.

The EVDCH architecture features not only a higher efficiency transformer and more efficient chargers, but the efficiency improvements of DC distribution, achieved by reducing the distribution current from 2,400 amps to 700 amps. It has been estimated that the DC hubs distribution wiring runs will have 1/4 of the losses of AC hubs due to the higher voltage.<sup>4</sup> Maintenance will be simplified in the SST by our dry-type/liquid-cooled (DT/LC) SST design, which groups all 18 of the required high-frequency transformers into a single enclosure, and by consolidating all DC-to-AC conversion electronics in one location. Table 1 is a Competition Matrix comparing the attributes of the EVDCH architecture with those of (1) the current leading technology, an AC distribution architecture using a conventional step-down transformer and distribution at 480 VAC; and (2) a competing AC hub technology using a forced oil/forced air (FOFA)-type SST.

To simplify integration of DERs, DC-based solar photovoltaic (PV) and fuel cell power systems can be connected directly to the DC distribution network, without converting their output to AC power, and DC-based battery energy storage systems can work bidirectionally with the architecture without conversion to or from AC. To demonstrate DER integration benefits, our team will integrate a new battery energy storage system to be procured by Zeem with our DC distribution architecture. Multiple studies have shown that

<sup>3</sup> From 2010 to 2020, RockeTruck's co-founders Michael Simon and Paul Scott led development of some of the first electric port drayage trucks (with substantial CEC support) as executives with TransPower. TransPower was subsequently acquired and ultimately became a part of Cummins, which is now ramping up production of battery-electric systems based on the technologies Mike and Paul developed.

<sup>4</sup> Cence Power website, <https://www.cencepower.com/blog-posts/centralized-power-system>.



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the efficiency gains of DC hubs over AC hubs are increased with the use of battery energy storage.<sup>5</sup> However, in most of these studies, DC hub voltage was limited to 380 VDC, so demonstration of the proposed 1.5 kV architecture will expand our understanding of these relationships.

Table 1. Competition matrix.

Comparable Attribute	Applicant's Technology SST (CHB Design) w/ 1500VDC Distribution, 1.05MW	Current Leading Technology 480VAC Distribution 1.05MW	Competing Technology Conventional Transformer/Rectifier feeding 800VDC distribution, 1.0MW
MVAC to DC dispenser efficiency	96%	93%	95.5%
Dispenser Output Power	250kW	180kW	50-180kW
Output Voltage Compatibility	400-800V	400V	400-800V feasible
Maximum distribution circuit length <sup>6</sup>	2.4km	0.8km	1.3km
Parking lot space claim	10'0" x 12'8" area at hub 1'7" x 2'10" x 1'0" at each dispenser location	15'0" x 12'7" area at hub 3'0" x 2'10" x 8'0" at each dispenser location	18'0" x 12'7" area at hub 3'0" x 2'10" x 8'0" at each dispenser location
Short-circuit current	<1500A, 10us	18-30kA, 10ms	12-20kA, 10ms
Short-circuit protection	Redundant, Electronic	Circuit breaker	Fuse
Overvoltage protection	10us w/ clamping and blocking of 95kV BIL	Not protected	Not protected
Need for separate power factor correction cabinets	No	Yes	Yes

To achieve these goals, lessons learned from the EVDCH demonstration will be shared at community events and at industry forums such as the Advanced Clean Transportation (ACT) Expo and meetings of the American Public Transportation Association (APTA). Specific strategies for expanding adoption in these market segments in California will be laid out in a *Knowledge Transfer Plan*. An important goal of the EVDCH project is to assure that our technology's adoption maximizes economic, health improvement, and other benefits to disadvantaged and low-income communities within the South Coast Air Basin. To support

<sup>5</sup> Daniel L. Gerber, Vagelis Vossos, Wei Feng, Chris Marnay, Bruce Nordman, and Richard Brown, "A Simulation-Based Efficiency Comparison of AC and DC Power Distribution Networks in Commercial Buildings," Lawrence Berkeley National Laboratory, Preprint submitted to Elsevier, April 10, 2018.

<sup>6</sup> Based on industry 1kV/1.6km rule of thumb for power circuit length.



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this goal, RockeTruck will partner with two Community-Based Organizations (CBOs) based in the region, California State University, Los Angeles and the Coalition for Clean Air. The EVDCH demonstration itself will be conducted in the midst of one of the largest clusters of disadvantaged communities in California, the neighborhoods surrounding the Ports of Long Beach and Los Angeles.

Our team will develop and evaluate various business models for scalability. RockeTruck’s near-term efforts will focus on planning for Low-Rate Initial Production (LRIP) of SSTs, DC-to-DC EV chargers, and other key components at our existing manufacturing facility. Intermediate term business models will focus on developing strategies for collaborating with Zeem Solutions to incorporate DC hub technology into an expanding network of truck charging facilities. Longer term business models will be developed for penetration of markets for other types of vehicles and stationary applications such as data centers and multi-unit residences.

### Section 3. Project Team Description

#### 3(a). Qualifications and Capabilities of Project Team

*Team Structure* – The project team structure is shown in Figure 5. In addition to Zeem Solutions and our Community-Based Organization (CBO) partners – which will help conduct outreach activities and assure that disadvantaged and low-income communities benefit from the project – our team includes Southern California Edison (SCE), which will assist in testing and certification activities, and ARRS Technologies, which will provide specialized software expertise on a consulting basis.

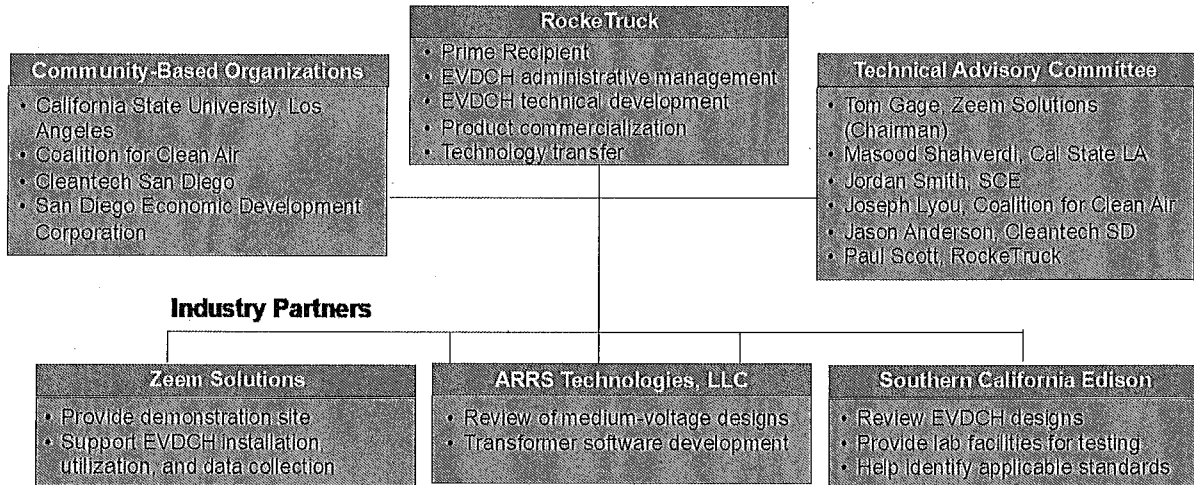


Figure 5. Team organization structure.

Following is a brief summary of the capabilities of each key Team member:

- Zeem Solutions – a leading developer of innovative EV charging solutions, based in Inglewood. Honda will provide access to its charging facility in Wilmington and will provide associated support, including technical information on its EV charging requirements and its facility layout to enable the installation of RockeTruck’s EVDCH architecture, including a medium-voltage transformer, four DC fast chargers, and associated power distribution and controls.
- ARRS Technologies, LLC – a specialized power electronics company based in San



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- Diego, will review medium voltage system designs and support development of control software.
- California State University, Los Angeles – a minority-serving institution based in Los Angeles will support educational and community outreach initiatives.
  - Southern California Edison – the leading investor-owned utility in the Los Angeles region. SCE will participate on RockeTruck’s Technical Advisory Committee and assist in lab testing and the field demonstration.
  - Coalition for Clean Air – a nonprofit organization dedicated to improving California’s air quality, the Coalition will lead community meetings and outreach activities to identify opportunities that maximize benefits to low-income, disadvantaged, and Native American tribal communities throughout the region.

RockeTruck is proud to point out that four of these five organizations are based in the San Pedro Bay Ports region, and that the proposed demonstration site for the EVDCH architecture will be on Port-owned property. RockeTruck has strong qualifications to lead this team and fulfill the goals of this project. RockeTruck, founded in 2020, develops advanced battery-electric and fuel cell-battery power generation systems for mobile power generators and propulsion systems for commercial vehicles. RockeTruck was one of just two companies selected by the CEC for its initial \$4 million grant to support EVDCH development. RockeTruck’s co-founders, Michael Simon and Dr. Paul Scott, were also co-founders of TransPower and ISE Corporation, two prior companies which spearheaded development of advanced power and EV-related systems. Both ISE and TransPower grew to 100+ employees under the leadership of Simon and Scott. TransPower was acquired by Meritor in early 2020.

*Key Personnel* – RockeTruck’s key personnel bring an enormous amount of directly relevant experience to the EVDCH Project.

George Santamaria, Program Manager – The EVDCH project will be managed by George Santamaria, RockeTruck’s Director of Power Systems. Mr. Santamaria will manage all technical aspects of the EVDCH project. Based on his extensive background in power electronics, George will have a hands-on role in designing, developing, and testing all major components of the proposed EVDCH architecture. Mr. Santamaria has 48 years’ professional experience related to high-power electrical systems, with a focus on power electronics and utility switchgear. In his current capacity as a key member of RockeTruck’s technical management team, Mr. Santamaria has led the development of a new generation of power conversion devices using wide bandgap semiconductors, and is managing two projects funded by the U.S. Department of Energy. Prior to joining RockeTruck in mid-2023, Mr. Santamaria worked as an engineer and engineering manager at General Atomics (GA) for 34 years, up until his retirement in July 2022. During his last 15 years at GA, Mr. Santamaria was an Engineering Manager and Technical Advisor at GA’s rapidly-growing Electromagnetic Systems Division, in which capacity he designed multi-megawatt power converters for a variety of specialized applications. Prior to this, he was a Principal Engineer in GA’s Power Inverters group, in which capacity he designed and built megawatt-class inverters for use in large electrically-powered mining vehicles. Before joining GA in 1988, Mr. Santamaria was a Technical Group Leader for nine years at Maxwell Laboratories, where he developed advanced devices such as electron beam power supplies for isotope separation and pulse energization systems for electrostatic precipitators. Mr. Santamaria began his professional career at Lawrence Livermore Laboratory in 1976, where he spent three years after earning his Bachelor and Master’s degrees in Electrical Engineering from the University of Texas, Austin.

Dr. Paul Scott, Senior Technical Advisor – The EVDCH project will be supported by Dr. Paul Scott, RockeTruck’s Chief Scientist and a company co-founder. Dr. Scott has served as PI for RockeTruck’s Mobile Fuel Cell Generator (MFCG) project since it was originally proposed to the CEC in the spring of



## **Electric Vehicle DC Hub (EVDCH) Demonstration TAP Application**

2021, leading all technical activities. Prior to co-founding RockeTruck with its CEO Mike Simon in 2020, Dr. Scott served as Chief Scientist for Transportation Power, Inc. (“TransPower”), a prior company he co-founded with Mr. Simon in 2010. In this position, which Dr. Scott held from 2010 until early 2020, he led development of two generations of prototype fuel cell trucks, including two that were funded by the AQMD. Both at TransPower and previously at ISE Corp. from 2000 to 2010, Dr. Scott also led design and development of many different high-capacity battery packs for both vehicle and stationary applications, ranging in capacity from less than 100 kWh to 1 megawatt-hour (MWh). Dr. Scott has more than 60 years of professional experience, dating back to his involvement in the early days of the U.S. Space Program.

Michael Simon, Finance Manager – Financial and administrative aspects of the EVDCH project will be managed by Mike Simon, RockeTruck’s principal founder, President, and CEO. Mr. Simon, who is also RockeTruck’s largest investor, has led RockeTruck since its inception in September 2020. While he focuses principally on financial, marketing, and administrative management, Mr. Simon has a degree in systems engineering and decades of experience contributing his engineering expertise to the technical management of advanced projects. Prior to founding RockeTruck, Mr. Simon was the principal founder of Transportation Power, Inc., which he led as its President & CEO from 2010 to 2020, and before that he was Chairman and Co-CEO of ISE Corporation, where he collaborated with Dr. Scott to develop ISE’s pioneering gasoline hybrid and fuel cell hybrid drive systems.

Jurgen Schulte, Electrical Design Lead – Mr. Schulte is RockeTruck’s VP of Engineering. He has more than 30 years of relevant electrical and mechanical design experience, and worked with Dr. Scott and Mr. Simon previously at both ISE and TransPower. At ISE, Mr. Schulte was the company’s first Chief Engineer, leading the technical design of numerous hybrid-electric and fuel cell drive systems for heavy-duty vehicles for more than a decade. He subsequently worked for several years to develop hybrid-electric drive systems at BAE Systems and Voight, before working briefly at TransPower. Mr. Schulte then worked for several years at SpaceX, TuSimple, NASA’s Jet Propulsion Laboratory, and Symbio (a fuel cell manufacturer based in France), before joining RockeTruck in October 2022.

### **3(b). Commitment Letters**

Commitment letters from port operator Zeem Solutions and others are attached.

## **Section 4. Project Scope of Work**

### **4(a). Task Description, Including List of Key Milestones**

The project Following is the Scope of Work (SOW) for the proposed EVDCH project.

Task 1, SST & CSC Design – CONTRACTOR will complete the design of the solid-state transformer (SST) and charge station converter (CSC).

Task 1.1 SST Design – CONTRACTOR will translate the current SST subsystem concept into a working design. Electrical schematics at all levels of assembly will be developed, and physical characteristics will be captured into solid models. Electrical performance will be verified by a Simulink model. Mechanical and thermal characteristics will be determined by analysis. Detailed mechanical and electrical drawings will be produced, and we will generate the information necessary to procure printed circuit boards. Design and detailed documentation will be reviewed at the concept level and then at the detailed level.

Task 1.2 CSC Design – CONTRACTOR will develop the CSC design using a similar methodology to that employed for the SST. A consultant, Phalcon Engineering, has been retained to assist with this subtask.



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*Task 2 – EVDCH Architecture Development.* CONTRACTOR will complete all tasks required to develop an EVDCH architecture at the Wilmington demonstration site.

Task 2.1 EVDCH Architecture Layout – CONTRACTOR will complete a layout for the EVDCH architecture, taking into consideration the design data developed during Task 1 and requirements and constraints presented by the physical properties of the Wilmington demonstration site.

Task 2.2 Bill of Material – CONTRACTOR will develop a Bill of Material (BOM) identifying all key components for the EVDCH architecture.

Task 2.3 Assembly Procedures – CONTRACTOR will develop assembly procedures for manufacturing and assembling the components of the EVDCH architecture, including the SST, CSC, and distribution hardware.

Task 2.4 Procurement and Manufacturing – CONTRACTOR will procure all components and supplies necessary to build the SST and CSC subsystems, distribution hardware, and other components, including circuit boards and other fabricated and machined parts. Parts purchased externally and manufactured in-house will be assembled into subassemblies and major assemblies. CONTRACTOR will also select an engineering firm to assist with installation of the EVDCH architecture.

*Task 3 – Laboratory Testing.* CONTRACTOR will develop and implement test plans and procedures to validate the EVDCH architecture.

Task 3.1 M&V Plan – CONTRACTOR will develop all test plans and procedures and document them in a Measurement and Verification (M&V Plan), which will be approved by all team members.

Task 3.2 SST Bench Testing – CONTRACTOR will bench test the eighteen key modules for the SST plus spares, with inputs and loads simulating service in the SST cabinet. Performance will be verified and documented. CONTRACTOR'S lab will be configured with a 1.3 MVA MVAC power source that is stepwise variable and a load simulating several points of load from no-load to full load at 1500 VDC.

Task 3.3 CSC Bench Testing – CONTRACTOR will bench test CSCs. Each CSC unit will be set up in a lab with a variable 1500 VDC power source and a load simulating a vehicle battery. After this testing, one or more CSCs will be connected to the SST output and stable operation, particularly at the 1500 VDC bus, will be verified with “dummy loads” on the CSCs. CSC control parameters will be set with limits for low voltage testing.

Task 3.4 Third-Party Testing – CONTRACTOR will coordinate any necessary third-party testing. Following lab testing at RockeTruck's facilities, all EVDCH components requiring third-party certification (e.g., UL certification) will be tested at their labs as required. SCE is also expected to test key EVDCH components at its laboratories prior to system installation.

*Task 4 – System Installation.* CONTRACTOR will install the EVDCH architecture at the selected demonstration site.

Task 4.1 Electrical Contractor Selection – CONTRACTOR will select and retain a licensed electrical technician to assist with EVDCH installation.

Task 4.2 Permits and Approvals – CONTRACTOR will work with the selected electrical contractor to develop site construction documents and to secure all necessary construction permits and approvals.

Task 4.3 Installation – CONTRACTOR will commission the EVDCH architecture, first by energizing the primary MVAC power. The SST and CSC will be instrumented as necessary to monitor testing. Subsequently, charger cables will be connected to EVs for initial charging validation.

*Task 5 – Field Demonstration.* CONTRACTOR will plan for and execute the EVDCH field



## Electric Vehicle DC Hub (EVDCH) Demonstration TAP Application

demonstration.

Task 5.1 Field Demonstration Preparations – CONTRACTOR will prepare documentation to guide the demonstration, such as Operations and Maintenance manuals, which will be distributed to all appropriate personnel. Data loggers will be installed throughout the architecture as necessary to measure power utilization, energy consumption, availability, and other key parameters.

Task 5.2 Field Testing – CONTRACTOR will work with the demonstration site owner and truck charger users to monitor usage of the chargers and other elements of the EVDCH architecture, collect data, and provide any maintenance required to support the demonstration.

Task 5.3 Evaluation of Benefits and Technology/Knowledge Transfer – CONTRACTOR will evaluate the benefits of EVDCH technology and execute a variety of outreach activities aimed at technology and knowledge transfer, following detailed protocols established by the CEC.

*Task 6 – Project Management.* CONTRACTOR will manage all project tasks and submit all project reporting required by the CEC and San Pedro Bay Ports.

### 4(b). Description of Project Deliverables, By Task

Table 2 provides a list of project deliverables by task. The dates in this table are all based on assumed start dates of December 1, 2024 for RockeTruck’s CEC contract and February 1, 2025 for the TAP contract.

*Table 2. Significant EVDCH Project milestones and deliverables.*

Deliverable	Relevant Task	Due Date
TAP Kickoff Meeting Presentation	Task 6, Project Management	2/14/2025
Preliminary Design Review Presentation	Task 1, SST & CSC Design	6/15/2025
Critical Design Review Presentation	Task 1, SST & CSC Design	9/15/2025
EVDCH Layout Document	Task 2, ECDCH Architecture Dev’t	
Laboratory Testing Plan	Task 3, Laboratory Testing	9/30/2025
Laboratory Testing Report	Task 3, Laboratory Testing	9/30/2026
Installation Midpoint Progress Report	Task 4, System Installation	6/30/2026
Installation Completion Report	Task 4, System Installation	12/31/2026
Field Testing Report	Task 5, Field Demonstration	6/30/2027
Final Report	Task 6, Project Management	9/30/2027

### 4(c). Project Schedule, Including Milestones, Deliverables, and Key Tasks

The SOW tasks just described will be performed in a logically-sequenced manner over a period of just under three years, through September 2027. Figure 6 is a project master schedule showing the sequence of the five technical tasks. *Task 6, Project Management*, runs throughout the project.



## Electric Vehicle DC Hub (EVDCH) Demonstration TAP Application

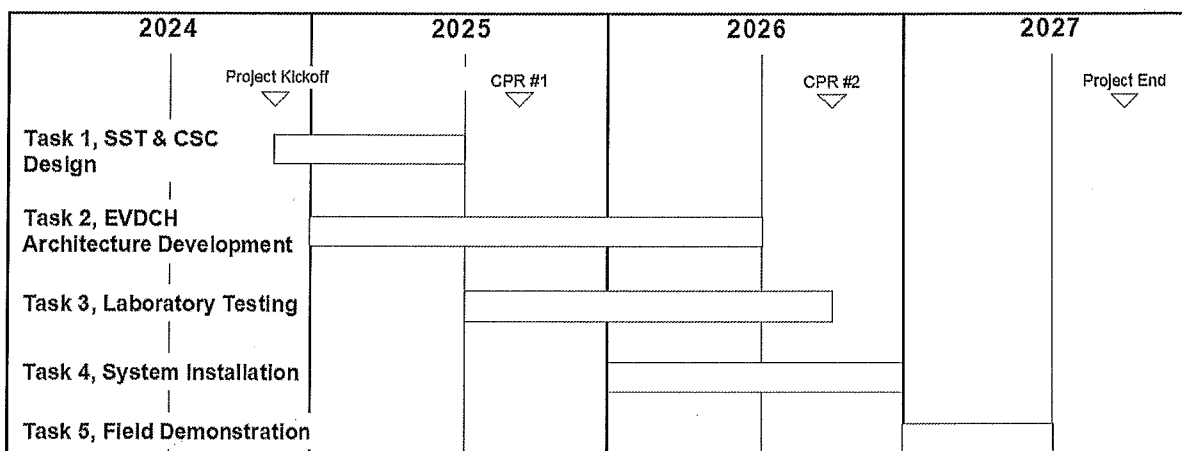


Figure 6. EVDCH master schedule.

### 4(d). Proposed Budget, By Task in Table Format

Table 3 provides a budget by task. The budget allocations align with those approved by the CEC, which is providing \$4,000,000 of the \$4,150,000 in total cash match funding shown in Column B. For simplicity, the budget allocations for two CEC-mandated tasks, *Evaluation of Project Benefits* and *Technology/Knowledge Transfer Activities*, have been rolled into *Task 5, Field Demonstration*. Additionally, Task 2, EVDCH Architecture Development, combines the allocations for two CEC tasks, EVDCH Architecture Layout and *Procurement and Manufacturing*. Table 4 provides a breakdown of the match funding shown in Column D of Table 3.

Table 3. Project Budget.

Task	Requested TAP Funding (A)	Project Team Cash \$ (B)	Project Team In-Kind \$ (C)	Total Project Team \$ (B+C=D)	Total Cost \$ (A+D)
Task 1, SST & CSC Design	75,000	974,212	22,420	996,632	1,071,632
Task 2, EVDCH Architecture Dev't	225,000	1,099,543	16,925	1,116,468	1,341,468
Task 3, Laboratory Testing	25,000	643,617	39,362	682,979	707,979
Task 4, System Installation	100,000	318,415	59,208	377,623	477,623
Task 5, Field Demonstration	150,000	843,631	147,460	991,091	1,141,091
Task 6, Project Management	25,000	270,582	42,646	313,228	338,228
<b>TOTAL:</b>	<b>600,000</b>	<b>4,150,000</b>	<b>328,021</b>	<b>4,478,021</b>	<b>5,078,021</b>

Table 4. Match Funding.

Project Partner/Agency	Match Funding \$
California Energy Commission	4,000,000
Zeem Solutions	200,000
Southern California Edison	120,000
RockeTruck	158,021
<b>TOTAL:</b>	<b>4,478,021</b>



# **Exhibit C**

**RockeTruck, Inc.  
Electric Vehicle DC Hub Demonstration Project**

## EXHIBIT C

### SCOPE OF WORK ROCKETRUCK, INC. ELECTRIC VEHICLE DC HUB (EVDCH) DEMONSTRATION PROJECT

Pursuant to the terms of this Agreement and the California Energy Commission (CEC) Agreement No. EPC-24-025, Grantee and its Project Partners will perform the work necessary to complete the Project as described in this Agreement's Exhibits A and B. As a condition precedent to the Ports releasing funds pursuant to the Payment Schedule set forth in Exhibit D, Grantee shall complete the following tasks, in compliance with the terms of this Agreement and the CEC Agreement No. EPC-24-025.

- Task 1 – SST & Charge Station Converter (CSC) Design  
*CEC Task 2 Solid State Transformer (SST) And Charge Station Converter (CSC) Design*
  - Deliverables: Report indicating SST and CSC Design is complete
- Task 2 – EVDCH Architecture Development  
*CEC Task 3: Electric Vehicle Direct Current Hub (EVDCH) Architecture Layout*
  - Deliverables: EVDCH Layout Report, Major Component List
- Task 3 – Procurement and Manufacturing  
*CEC Task 4: Procurement And Manufacturing*
  - Deliverables: Report indicating SST is Assembled and Ready for Testing
- Task 4 – Procurement of Permits  
*CEC Task 1 General Project Tasks Subtask 1.9 Permits*
  - Deliverables: Permit Status Letter indicating that all Major Permits have been procured, including updated list of permits, schedule for acquiring permits, and of copies of each approved permit.
- Task 5 – System Installation  
*CEC Task 6: System Installation*
  - Deliverables: Installation Completion Report
- Task 6 – Project Management and Completion  
*CEC Task 7: Field Testing & Evaluation*  
*CEC Task 9: Technology/Knowledge Transfer Activities*
  - Deliverables: Final Report

# **Exhibit D**

**RockeTruck, Inc.  
Electric Vehicle DC Hub Demonstration Project**

**EXHIBIT D**

**PAYMENT SCHEDULE**

**ROCKETRUCK SOLID STATE TRUCK CHARGER PROJECT**

<b>Payment</b>	<b>Description</b>	<b>Estimated Schedule</b>
Task 1	SST & CSC Design	
<b>Payment #1</b> \$100,000	<b>Deliverables:</b> Report indicating SST and CSC design is complete	1 <sup>st</sup> Quarter 2026
Task 2	EVDCH Architecture Development	
<b>Payment #2</b> \$100,000	<b>Deliverables:</b> EVDCH Layout Package Major Component List	1 <sup>st</sup> Quarter 2026
Task 3	Procurement and Manufacturing	
<b>Payment #3</b> \$100,000	<b>Deliverables:</b> Report indicating SST is assembled and Ready for Testing	2 <sup>nd</sup> Quarter 2026
Task 4	Procurement of Permits	
<b>Payment #4</b> \$100,000	<b>Deliverables:</b> Permit Status Letter indicating that all Major Permits have been procured, including a list of permits, schedule for acquiring permits, and copies of each approved permit.	4 <sup>th</sup> Quarter 2026
Task 5	System Installation	
<b>Payment #5</b> \$100,000	<b>Deliverables:</b> Installation Completion Report	2 <sup>nd</sup> Quarter 2027
Task 6	Project Management and Completion	
<b>Payment #6</b> \$100,000	<b>Deliverables:</b> Final Report	4 <sup>th</sup> Quarter 2027

# **Exhibit E**

**RockeTruck, Inc.  
Electric Vehicle DC Hub Demonstration Project**

## EXHIBIT E

### Sec. 10.8.4 Affirmative Action Program Provisions.

Every non-construction and construction Contract with, or on behalf of, the City of Los Angeles for which the consideration is \$25,000 or more shall contain the following provisions which shall be designated as the AFFIRMATIVE ACTION PROGRAM provisions of such Contract:

A. During the performance of a City Contract, the Contractor certifies and represents that the Contractor and each Subcontractor hereunder will adhere to an Affirmative Action Program to ensure that in its employment practices, persons are employed and employees are treated equally and without regard to or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

1. This section applies to work or services performed or materials manufactured or assembled in the United States.

2. Nothing in this section shall require or prohibit the establishment of new classifications of employees in any given craft, work or service category.

3. The Contractor shall post a copy of Paragraph A., hereof, in conspicuous places at its place of business available to employees and applicants for employment.

B. The Contractor shall, in all solicitations or advertisements for employees placed, by or on behalf of, the Contractor, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

C. At the request of the Awarding Authority or the DAA, the Contractor shall certify on an electronic or hard copy form to be supplied, that the Contractor has not discriminated in the performance of City Contracts against any employee or applicant for employment on the basis or because of race, color, religion, national origin, ancestry, sex, sexual orientation, age, disability, marital status, domestic partner status or medical condition.

D. The Contractor shall permit access to, and may be required to provide certified copies of, all of its records pertaining to employment and to its employment practices by the Awarding Authority or the DAA for the purpose of investigation to ascertain compliance with the Affirmative Action Program provisions of City Contracts and, upon request, to provide evidence that it has or will comply therewith.

E. The failure of any Contractor to comply with the Affirmative Action Program provisions of City Contracts may be deemed to be a material breach of a City Contract. The failure shall only be established upon a finding to that effect by the Awarding Authority, on the basis of its own investigation or that of the DAA. No finding shall be made except upon a full and fair hearing after notice and an opportunity to be heard has been given to the Contractor.

F. Upon a finding duly made that the Contractor has breached the Affirmative Action Program provisions of a City Contract, the Contract may be forthwith cancelled, terminated or suspended, in whole or in part, by the Awarding Authority, and all monies due or to become due hereunder may be forwarded to and retained by the City of Los Angeles. In addition thereto, the breach may be the basis for a determination by the Awarding Authority or the Board of Public Works that the Contractor is a non-responsible bidder or proposer pursuant to the provisions of Section 10.40 of this Code. In the event of such determination, the Contractor shall be disqualified from being awarded a contract with the City of Los Angeles for a period of two years, or until he or she shall establish and carry out a program in conformance with the provisions hereof.

G. In the event of a finding by the Fair Employment and Housing Commission of the State of California, or the Board of Public Works of the City of Los Angeles, or any court of competent jurisdiction, that the Contractor has been guilty of a willful violation of the California Fair Employment and Housing Act, or the Affirmative Action Program provisions of a City Contract, there may be deducted from the amount payable to the Contractor by the City of Los Angeles under the

contract, a penalty of ten dollars for each person for each calendar day on which the person was discriminated against in violation of the provisions of a City Contract.

H. Notwithstanding any other provisions of a City Contract, the City of Los Angeles shall have any and all other remedies at law or in equity for any breach hereof.

I. The Public Works Board of Commissioners shall promulgate rules and regulations through the DAA and provide to the Awarding Authorities electronic and hard copy forms for the implementation of the Affirmative Action Program provisions of City contracts, and rules and regulations and forms shall, so far as practicable, be similar to those adopted in applicable Federal Executive Orders. No other rules, regulations or forms may be used by an Awarding Authority of the City to accomplish this contract compliance program.

J. Nothing contained in City Contracts shall be construed in any manner so as to require or permit any act which is prohibited by law.

K. By affixing its signature to a Contract that is subject to this article, the Contractor shall agree to adhere to the provisions in this article for the duration of the Contract. The Awarding Authority may also require Contractors and suppliers to take part in a pre-registration, pre-bid, pre-proposal, or pre-award conference in order to develop, improve or implement a qualifying Affirmative Action Program.

1. The Contractor certifies and agrees to immediately implement good faith effort measures to recruit and employ minority, women and other potential employees in a non-discriminatory manner including, but not limited to, the following actions as appropriate and available to the Contractor's field of work. The Contractor shall:

- (a) Recruit and make efforts to obtain employees through:
  - (i) Advertising employment opportunities in minority and other community news media or other publications.
  - (ii) Notifying minority, women and other community organizations of employment opportunities.
  - (iii) Maintaining contact with schools with diverse populations of students to notify them of employment opportunities.
  - (iv) Encouraging existing employees, including minorities and women, to refer their friends and relatives.
  - (v) Promoting after school and vacation employment opportunities for minority, women and other youth.
  - (vi) Validating all job specifications, selection requirements, tests, etc.
  - (vii) Maintaining a file of the names and addresses of each worker referred to the Contractor and what action was taken concerning the worker.

(viii) Notifying the appropriate Awarding Authority and the DAA in writing when a union, with whom the Contractor has a collective bargaining agreement, has failed to refer a minority, woman or other worker.

(b) Continually evaluate personnel practices to assure that hiring, upgrading, promotions, transfers, demotions and layoffs are made in a non-discriminatory manner so as to achieve and maintain a diverse work force.

(c) Utilize training programs and assist minority, women and other employees in locating, qualifying for and engaging in the training programs to enhance their skills and advancement.

(d) Secure cooperation or compliance from the labor referral agency to the Contractor's contractual Affirmative Action Program obligations.

(e) Establish a person at the management level of the Contractor to be the Equal Employment Practices officer. Such individual shall have the authority to disseminate and enforce the Contractor's Equal Employment and Affirmative Action Program policies.

(f) Maintain records as are necessary to determine compliance with Equal Employment Practices and Affirmative Action Program obligations and make the records available to City, State and Federal authorities upon request.

(g) Establish written company policies, rules and procedures which shall be encompassed in a company-wide Affirmative Action Program for all its operations and Contracts. The policies shall be provided to all employees,

Subcontractors, vendors, unions and all others with whom the Contractor may become involved in fulfilling any of its Contracts.

(h) Document its good faith efforts to correct any deficiencies when problems are experienced by the Contractor in complying with its obligations pursuant to this article. The Contractor shall state:

- (i) What steps were taken, how and on what date.
- (ii) To whom those efforts were directed.
- (iii) The responses received, from whom and when.
- (iv) What other steps were taken or will be taken to comply and when.
- (v) Why the Contractor has been or will be unable to comply.

2. Every contract of \$25,000 or more which may provide construction, demolition, renovation, conservation or major maintenance of any kind shall also comply with the requirements of Section 10.13 of the Los Angeles Administrative Code.

L. The Affirmative Action Program required to be submitted hereunder and the pre-registration, pre-bid, pre-proposal or pre-award conference which may be required by the Awarding Authority shall, without limitation as to the subject or nature of employment activity, be concerned with such employment practices as:

1. Apprenticeship where approved programs are functioning, and other on-the-job training for non-apprenticeable occupations;
2. Classroom preparation for the job when not apprenticeable;
3. Pre-apprenticeship education and preparation;
4. Upgrading training and opportunities;
5. Encouraging the use of Contractors, Subcontractors and suppliers of all racial and ethnic groups; provided, however, that any contract subject to this ordinance shall require the Contractor, Subcontractor or supplier to provide not less than the prevailing wage, working conditions and practices generally observed in private industries in the Contractor's, Subcontractor's or supplier's geographical area for such work;
6. The entry of qualified women, minority and all other journeymen into the industry; and
7. The provision of needed supplies or job conditions to permit persons with disabilities to be employed, and minimize the impact of any disability.

M. Any adjustments which may be made in the Contractor's work force to achieve the requirements of the City's Affirmative Action Program in purchasing and construction shall be accomplished by either an increase in the size of the work force or replacement of those employees who leave the work force by reason of resignation, retirement or death and not by termination, layoff, demotion or change in grade.

N. This ordinance shall not confer upon the City of Los Angeles or any Agency, Board or Commission thereof any power not otherwise provided by law to determine the legality of any existing collective bargaining agreement and shall have application only to discriminatory employment practices by Contractors engaged in the performance of City Contracts.

O. All Contractors subject to the provisions of this article shall include a similar provision in all subcontracts awarded for work to be performed under the Contract with the City and shall impose the same obligations including, but not limited to, filing and reporting obligations, on the Subcontractors as are applicable to the Contractor. Failure of the Contractor to comply with this requirement or to obtain the compliance of its Subcontractors with all such obligations shall subject the Contractor to the imposition of any and all sanctions allowed by law, including, but not limited to, termination of the Contractor's Contract with the City.

# **Exhibit F**

**RockeTruck, Inc.  
Electric Vehicle DC Hub Demonstration Project**

## EXHIBIT F

### Sec. 10.8.2.1. Equal Benefits Ordinance.

Discrimination in the provision of employee benefits between employees with domestic partners and employees with spouses results in unequal pay for equal work. Los Angeles law prohibits entities doing business with the City from discriminating in employment practices based on marital status and/or sexual orientation. The City's departments and contracting agents are required to place in all City contracts a provision that the company choosing to do business with the City agrees to comply with the City's nondiscrimination laws.

It is the City's intent, through the contracting practices outlined in this Ordinance, to assure that those companies wanting to do business with the City will equalize the total compensation between similarly situated employees with spouses and with domestic partners. The provisions of this Ordinance are designed to ensure that the City's contractors will maintain a competitive advantage in recruiting and retaining capable employees, thereby improving the quality of the goods and services the City and its people receive, and ensuring protection of the City's property.

#### (c) Equal Benefits Requirements.

(1) No Awarding Authority of the City shall execute or amend any Contract with any Contractor that discriminates in the provision of Benefits between employees with spouses and employees with Domestic Partners, between spouses of employees and Domestic Partners of employees, and between dependents and family members of spouses and dependents and family members of Domestic Partners.

(2) A Contractor must permit access to, and upon request, must provide certified copies of all of its records pertaining to its Benefits policies and its employment policies and practices to the DAA, for the purpose of investigation or to ascertain compliance with the Equal Benefits Ordinance.

(3) A Contractor must post a copy of the following statement in conspicuous places at its place of business available to employees and applicants for employment: "During the performance of a Contract with the City of Los Angeles, the Contractor will provide equal benefits to its employees with spouses and its employees with domestic partners." The posted statement must also include a City contact telephone number which will be provided each Contractor when the Contract is executed.

(4) A Contractor must not set up or use its contracting entity for the purpose of evading the requirements imposed by the Equal Benefits Ordinance.

(d) Other Options for Compliance. Provided that the Contractor does not discriminate in the provision of Benefits, a Contractor may also comply with the Equal Benefits Ordinance in the following ways:

(1) A Contractor may provide an employee with the Cash Equivalent only if the DAA determines that either:

- a. The Contractor has made a reasonable, yet unsuccessful effort to provide Equal Benefits; or
- b. Under the circumstances, it would be unreasonable to require the Contractor to provide Benefits to the Domestic Partner (or spouse, if applicable).

(2) Allow each employee to designate a legally domiciled member of the employee's household as being eligible for spousal equivalent Benefits.

(3) Provide Benefits neither to employees' spouses nor to employees' Domestic Partners.

(e) Applicability.

(1) Unless otherwise exempt, a Contractor is subject to and shall comply with all applicable provisions of the Equal Benefits Ordinance.

(2) The requirements of the Equal Benefits Ordinance shall apply to a Contractor's operations as follows:

a. A Contractor's operations located within the City limits, regardless of whether there are employees at those locations performing work on the Contract.

b. A Contractor's operations on real property located outside of the City limits if the property is owned by the City or the City has a right to occupy the property, and if the Contractor's presence at or on that property is connected to a Contract with the City.

c. The Contractor's employees located elsewhere in the United States but outside of the City limits if those employees are performing work on the City Contract.

(3) The requirements of the Equal Benefits Ordinance do not apply to collective bargaining agreements ("CBA") in effect prior to January 1, 2000. The Contractor must agree to propose to its union that the requirements of the Equal Benefits Ordinance be incorporated into its CBA upon amendment, extension, or other modification of a CBA occurring after January 1, 2000.

(f) Mandatory Contract Provisions Pertaining to Equal Benefits. Unless otherwise exempted, every Contract shall contain language that obligates the Contractor to comply with the applicable provisions of the Equal Benefits Ordinance. The language shall include provisions for the following:

(1) During the performance of the Contract, the Contractor certifies and represents that the Contractor will comply with the Equal Benefits Ordinance.

(2) The failure of the Contractor to comply with the Equal Benefits Ordinance will be deemed to be a material breach of the Contract by the Awarding Authority.

(3) If the Contractor fails to comply with the Equal Benefits Ordinance the Awarding Authority may cancel, terminate or suspend the Contract, in whole or in part, and all monies due or to become due under the Contract may be retained by the City. The City may also pursue any and all other remedies at law or in equity for any breach.

(4) Failure to comply with the Equal Benefits Ordinance may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.

(5) If the DAA determines that a Contractor has set up or used its Contracting entity for the purpose of evading the intent of the Equal Benefits Ordinance, the Awarding Authority may terminate the Contract on behalf of the City. Violation of this provision may be used as evidence against the Contractor in actions taken pursuant to the provisions of Los Angeles Administrative Code Section 10.40, et seq., Contractor Responsibility Ordinance.