

SCOPE OF WORK

1. TASK 1: INCENTIVE PROJECT DESIGN

1.1. The goal of this task is to work with Silicon Valley Power to design a targeted incentive Project in Santa Clara County.

1.2. Center for Sustainable Energy incentive design work will consist of:

(a) Research and analysis of EV charger incentive Project opportunities along the following parameters:

- i. Market opportunities to incentivize the deployment of EV chargers;
- ii. Expected or potential demand for EV chargers;
- iii. Currently available EV charger incentives relevant to proposed project;
- iv. Attainable policy objectives (e.g., disadvantaged communities, low income / priority populations);
- v. Budget constraints and opportunities;
- vi. Funding source requirements;
- vii. Definition of applicant eligible for Incentive Payments funded by SILICON VALLEY POWER; and
- viii. Other relevant project design variables that are developed in the course of the design sessions and included by amendment in this section 1.2(a).

(b) In consultation with the Silicon Valley Power, create a targeted incentive design covering:

- i. Geographic region targeted by the incentives;
- ii. Eligible sites definition (e.g., destination, workplace, multi-unit dwellings, corridors, disadvantaged communities, etc.);
- iii. Eligible applicant definition;
- iv. Minimum technical requirements for eligible EV charging equipment;
- v. Amount of incentive by type of EV charger;
- vi. Funding source(s) utilized for each type of incentive;
- vii. Total amount of incentive funding allocated to the project;

- viii. Incentive structure (e.g., Incentive Payments system disbursing incentives after chargers are installed, or other appropriate incentive);
- ix. South Bay / Santa Clara South Bay / Santa Clara County Incentive Project goals;
- x. Anticipated South Bay / Santa Clara South Bay / Santa Clara County Incentive Project roll-out and administration schedule;
- xi. Definition of charger data to be collected and methodology for collecting the data;
- xii. Application support services consisting of CONTRACTOR staffed help desk to respond via phone and email to applicant eligibility and application process questions;
- xiii. Application documentation requirements; and
- xiv. Internal processes and controls, processes and procedures to do the following: receive, handle, and account for and manage incentive funding, including funding from multiple sources; receive and evaluate incentive requests; effect payment for valid Incentive Payments requests; and provide monthly fiscal accounting and reporting to Silicon Valley Power.

1.3. **Deliverables:**

- 1.2. (a) Final Incentive Design Package to capture the results of work specified in Section
- (b) Project Implementation Manual, consisting of
 - i. Eligibility requirements
 - (1) Equipment categories
 - (2) Equipment eligibility criteria
 - (3) Eligible costs
 - (4) Eligible sites
 - (5) Incentive Payments amounts
 - (6) Maximum Incentive Payments limits per entity
 - ii. Applicant duties
 - (1) Applicant requirements
 - (2) Research participation
 - (3) Application process

- (4) Installation and operation requirements
- (5) Installation data
- (6) Usage data

2. TASK 2: DEVELOPMENT AND CONFIGURATION OF INCENTIVE PROCESSING WEBSITE

2.1. The goal of this task is to design, develop, configure and launch a robust, user-friendly project website.

2.2. The South Bay / Santa Clara South Bay / Santa Clara County Incentive Project Landing Page will include:

- (a) A funding visualization, including the amount of funding available and remaining amounts for each technology, within each County.

- (b) Instructions, forms and FAQs to parties interested in participating in the South Bay / Santa Clara South Bay / Santa Clara County Incentive Project.

- (c) Technology requirements, funding amounts for each specific technology and description of eligible locations.

- (d) Description of eligible costs under the South Bay / Santa Clara South Bay / Santa Clara County Incentive Project.

- (e) Application process description and diagram.

- (f) Attribution of the South Bay / Santa Clara South Bay / Santa Clara County Incentive Project to Silicon Valley Power and the California Energy Commission.

2.3. The online application will include:

- (a) The ability for interested parties to indicate if they are customers of Silicon Valley Power.

- (b) The ability for interested parties to submit required documents to participate in South Bay / Santa Clara South Bay / Santa Clara County Incentive Project, including application forms, payment requests, and appropriate documentation.

2.4. The user and application dashboards will include:

- (a) The capability for incentive participants to access, in real time, the status of incentive applications and payments.

- (b) The capability for incentive participants to designate collaborators on their application for purposes of authorizing others to track and submit information on their behalf.

2.5. **Deliverables:**

(a) South Bay / Santa Clara South Bay / Santa Clara County Incentive Project Landing
Page design and content

(b) Online application form and process

(c) User and application dashboards

(d) On going system maintenance and minor adjustments

3. TASK 3: EV CHARGER INCENTIVE PROJECT MARKETING, EDUCATION, OUTREACH & TECHNICAL ASSISTANCE

3.1. The goal of this task is to market the South Bay / Santa Clara County Incentive Project to relevant target audiences, and to provide basic support to applicants to file applications and pursue their EV charging installation projects. To accomplish this CONTRACTOR will:

(a) Develop an Integrated Communications Plan for the South Bay / Santa Clara County Incentive Project. The plan will identify the goals of the marketing and outreach effort, target audience(s), methods/tactics/channels to be used, and will include a schedule to coordinate the marketing activities.

(b) Develop marketing and outreach materials to reflect the communication plan developed in 3.1(a). Marketing and outreach material development will be coordinated with Silicon Valley Power

(c) Develop a marketing budget and technical assistance budget (which are included in the seven (7) percent administration cost) covering both labor and other direct costs (e.g. digital ads, travel, etc.) necessary for executing on the communications plan developed in Task 3.1(a) and providing Silicon Valley Power specified technical assistance.

3.2. The goal of this task is to provide technical assistance to South Bay / Santa Clara County Incentive Project applicants in South Bay / Santa Clara counties. To accomplish this CONTRACTOR will:

(a) Develop FAQs and other similar EV charging information resources for applicant use in pursuing EV charging installation projects.

(b) Develop curated 'EV charging 101' resources on:

(1) EV charger capabilities;

(2) EV charger network characteristics and capabilities;

(3) Ballpark EV charger load considerations;

(4) Typical EV charger installation requirements and best practices;

(5) Typical utility connection requirements; and

(6) Similar common EV charger basic information.

(c) Provide email and phone support of basic inquiries that applicants have on EV chargers and EV charging installation.

(d) Availability of CONTRACTOR staff typically providing EV Expert services to field incoming inquiries (e.g. desk top site assessments, charger layouts, equipment selection, etc.), as mutually agreed to with Silicon Valley Power.

(e) Provide log of basic EV charging installation project inquiries.

3.3. Deliverables:

(a) Integrated Communications Plan (updated annually)

(b) Marketing / Outreach materials

(c) Marketing budget

(d) On going marketing, education and outreach activities

(e) Technical assistance budget

(f) FAQs

(g) EV charging 101 resources

(h) Ongoing technical assistance, including Tracking Log

4. TASK 4: EV CHARGER INCENTIVE PROJECT ADMINISTRATION

4.1. The goal of this task is to administer the South Bay / Santa Clara County Incentive Project as defined in Tasks 1-3. Center for Sustainable Energy will:

(a) Receive, evaluate, and process Incentive Payments requests.

i. For all Incentive Payments applicants, the process will include:

(1) Requirement that applicant indicate if they have filed for bankruptcy within the last five years and, if so, to provide relevant details certifying under penalty of perjury that the information provided is accurate and complete.

(a) If bankruptcy is identified and has occurred within 5 years of the date of the application, CONTRACTOR shall inform Silicon Valley Power of any such applications and shall refrain from issuance any Incentive Payments unless and until such payment is authorized in writing by Silicon Valley Power.

(2) Requirement that applicant indicate if they have any threatened or pending legal actions by or against them, loan defaults, or unpaid judgments against them.

(a) If any threatened or pending legal actions, loan defaults, or unpaid judgements are identified, CONTRACTOR shall inform Silicon Valley Power of any

such applications and shall refrain from issuance any Incentive Payments unless and until such payment is authorized in writing by Silicon Valley Power.

(3) Tracking and timely reporting in writing to Silicon Valley Power of any:

(a) complaints about the South Bay / Santa Clara County Incentive Project

(b) Problematic issues arising in the operation of the South Bay / Santa Clara County Incentive Project

(c) knowledge of any threatened or actual legal actions involving any South Bay / Santa Clara County Incentive Project or incentive applicants, applications, payments (e.g., alleged false information provided in an incentive application or threatened or actual lawsuits over the South Bay / Santa Clara County Incentive Project).

(d) As needed, CONTRACTOR shall provide Silicon Valley Power personnel or other personnel as directed by Silicon Valley Power with all project documents, files and records requested in support of the Commission investigating and resolving any such issues.

(4) Prohibition against applicant submission of materials marked as confidential without prior written approval and instructions from the Silicon Valley Power. Silicon Valley Power is a public agency, and as such is subject to the Public Records Act. CONTRACTOR shall not agree to keep any incentive application information confidential.

(5) Fair and impartial Project administration, including provision of information in a public manner that avoids giving advantage to any applicant or group of applicants.

ii. For each incentive applicant that is a business, prior to the issuance of an Incentive Payments the evaluation will include:

(1) confirmation that the applicant is currently licensed to do business in California;

(2) confirmation of “active” status for businesses required to register with the California Secretary of State; and

(3) coordination with Silicon Valley Power to validate each installation site as a Silicon Valley Power customer.

4.2. **Deliverables:** Processed applications.

5. TASK 5 – DATA COLLECTION

5.1. The goal of this task is to collect data on the project applications, implementation and charger utilization. CONTRACTOR will:

(a) Collect, analyze and compile data on the South Bay / Santa Clara County Incentive Project, which may include without limitation:

- (1) Type of organizations receiving Incentive Payments;
- (2) Timelines to complete each Incentive Payments project;
- (3) Time frames associated with EV charger installations;
- (4) EV charger utilization.

5.2. **Deliverables:**

- (a) Data Collection Reports

6. **TASK 6: ADMINISTRATIVE**

6.1. **Monthly progress reports** The goal of this task is to provide the reporting that will allow monthly verification that satisfactory and continued progress is made towards achieving the objectives of this Agreement on time and within budget.

6.2. **Deliverables:** The monthly reporting will consist of:

- (a) Summary of activity during the reporting period for the purpose of determining whether invoices are consistent with the work performed
- (b) Summary of activities planned for the next reporting period.
- (c) KPI reports for marketing and technical assistance activities (Task 3)
- (d) Complaints, programmatic issues and actual or threatened litigation regarding applicants or the South Bay / Santa Clara County Incentive Project (as identified in Task 4.1(a)(i)(3)(a)).

6.3. **Final Report**

(a) CONTRACTOR will prepare a final report for Silicon Valley Power. The document will be of a professional standard appropriate for review by elected officials, Silicon Valley Power board members and members of the public. The final report will be submitted no later than two months after South Bay / Santa Clara County Incentive Project funds have been exhausted and applicants that have received incentives have completed installation.

(b) Deliverable. The Final Report shall include:

- (1) Data about the EV chargers and applicants participating in the project during implementation of the South Bay / Santa Clara County Incentive Project.
- (2) Survey of a reasonable percentage of site hosts to assess their satisfaction with the project and recommendations for improvement.

(3) Calculations of GHG emission reductions and other environmental benefits from installation and usage of EV charging infrastructure.

(4) Recommendations for future project including operational improvements and considerations associated with the changing EV market.

(5) Other elements as mutually determined and codified by an amendment revising this Section 6.3 of the Scope of Work.

6.4. Invoicing

(a) CONTRACTOR will periodically prepare an invoice for the advancement of funds designated for the Incentive Payments, based on the projected need. CONTRACTOR shall keep the funds in an interest-bearing account. The interest earned shall only be used for this Agreement upon approval of the Silicon Valley Power.

7. PROJECT REPRESENTATIVES

7.1. CONTRACTOR's Project Representative shall be Andy Hoskinson.

7.2. Silicon Valley Power's Project Representative shall be _____.

8. ACCOUNT AND FUNDS MANAGEMENT

8.1. CONTRACTOR shall deposit and maintain separate accounts for CALIFORNIA ENERGY COMMISSION Funds (defined in recitals) available for funding Incentive Payments ("CALIFORNIA ENERGY COMMISSION Account") and Silicon Valley Power Funds (defined below) available for funding Incentive Payments (the "Silicon Valley Power Account"), and the CALIFORNIA ENERGY COMMISSION Account and Silicon Valley Power Account are collectively, "Incentive Funds Accounts".

8.2. Except for the Services Fee, CONTRACTOR shall utilize the funds in the Silicon Valley Power Account ("Silicon Valley Power Funds") solely for the payment of eligible Incentive Payments claims submitted by Silicon Valley Power customers and in accordance with other requirements applicable to the South Bay / Santa Clara County Incentive Project. The requirements for a person or business to be deemed to be a Silicon Valley Power customer shall be set forth in the Project design that will be established pursuant to Section 1.2.(a)(vii) of the Scope of Work.

8.3. CONTRACTOR shall inform Silicon Valley Power within five business days after the end of each calendar month the amount of Funds in the Silicon Valley Power Account and the CALIFORNIA ENERGY COMMISSION Account.

8.4. CONTRACTOR shall coordinate with Silicon Valley Power and the California Energy Commission so as to maintain balances in the Incentive Funds Accounts that reflect the contribution percentages agreed to by the California Energy Commission and Silicon Valley Power. Accordingly, on an as needed basis, CONTRACTOR shall provide to Silicon Valley Power a written request for funding from Client Funds (a "Funding Request") to the Silicon Valley Power Account, and Silicon Valley Power shall endeavor to promptly, but no later than 30 days after receipt of a Funding Request, send funds to the Silicon Valley Power Account in the amount requested in the Funding Request; *provided that* Silicon Valley Power is under no obligation to fund amounts that would result in funding to the Silicon Valley Power

Account an aggregate amount greater than the agreed to monies intended to be used to fund Incentive Paymentss.

8.5. If an Incentive Payments applicant meets the eligibility requirements of the CALIFORNIA ENERGY COMMISSION incentive Project, but not the eligibility requirements of the South Bay / Santa Clara County Incentive Project, CONTRACTOR shall draw from the CALIFORNIA ENERGY COMMISSION Account to fund the Incentive Payments owing to such Incentive Payments applicant.

EXHIBIT B

PAYMENT TERMS

Payment of Services Fee. The Services Fee shall be \$280,000 in aggregate and shall be paid by Silicon Valley Power as follows:

1. \$15,170 license fee for the incremental increase in the number of applicants accessing the system based on Silicon Valley Power incentive funding levels.
2. \$20,000 of the Services Fee shall be paid to CONTRACTOR for the delivery (including Silicon Valley Power approval) of Task 1 and Task 2 deliverables. Payment will be made within 30 days upon receipt of CONTRACTOR invoice.
3. \$12,540 of the Services Fee shall be paid to CONTRACTOR for the delivery (including Silicon Valley Power approval) of Task 3 deliverables of Integrated Communications Plan, ME&O budget, EV charging 101 resources, TA budget and initial marketing materials. Payment will be made within 30 days upon receipt of CONTRACTOR invoice.
4. \$11,145 of the Services Fee shall be paid to the CONTRACTOR on the first business day 3 months after the incentive project opens to the public for rebate processing, marketing activities, technical assistance, ongoing system maintenance and reporting services of Tasks 2, 3 and 4 through 6 in Silicon Valley Power territory.
5. \$11,145 of the Services Fee shall be paid to the CONTRACTOR on the first business day 9 months after the incentive project opens to the public for rebate processing, marketing activities, technical assistance, ongoing system maintenance and reporting services of Tasks 2, 3 and 4 through 6 in Silicon Valley Power territory.
6. \$17,500 of the Services Fee shall be paid to the CONTRACTOR for rebate processing, marketing activities, technical assistance, ongoing system maintenance and reporting services of Tasks 2, 3 and 4 through 6 in Silicon Valley Power territory. Payments shall be on the following schedule:
 - a. On the first business day 15 months after the incentive project opens to the public.
 - b. On the first business day 18 months after the incentive project opens to the public.
 - c. On the first business day 21 months after the incentive project opens to the public.
 - d. On the first business day 24 months after the incentive project opens to the public.
 - e. On the first business day 27 months after the incentive project opens to the public.
 - f. On the first business day 30 months after the incentive project opens to the public.
 - g. On the first business day 33 months after the incentive project opens to the public.
 - h. On the first business day 36 months after the incentive project opens to the public.
 - i. On the first business day 39 months after the incentive project opens to the public.

- j. On the first business day 42 months after the incentive project opens to the public.
- k. On the first business day 45 months after the incentive project opens to the public.
- 7. \$12,500 of the Services Fee shall be paid to the CONTRACTOR on the first business day 48 months after the incentive project opens to the public for rebate processing, marketing activities, technical assistance, ongoing system maintenance and reporting services of Tasks 2, 3 and 4 through 6 in Silicon Valley Power territory.
- 8. \$5,000 of the Services Fee shall be paid to CONTRACTOR for the delivery (including Silicon Valley Power approval) of the Final Report. Payment will be made within 30 days upon receipt of CONTRACTOR invoice.

At any time that all incentive project funding (Energy Commission Funding of \$XX,XXX,XXX and Silicon Valley Power Funding of \$4,000,000) has been paid out for completed installations the balance of Services fee (total Services fee is \$280,000), minus \$5,000, shall be paid within 30 days upon receipt of CONTRACTOR invoice.