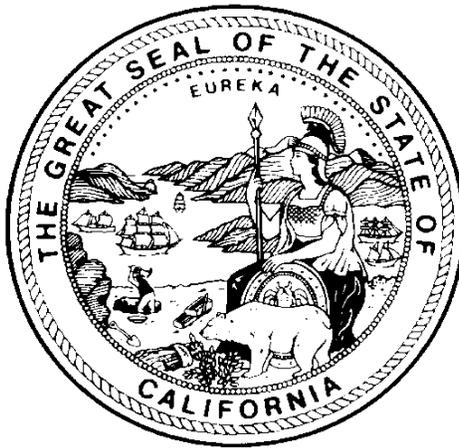


# NOTICE OF AVAILABILITY OF FUNDS

by the  
Employment Development Department  
and  
the California Energy Commission

## **Alternative and Renewable Fuel and Vehicle Technology Program Phase II**

*Solicitation For Proposals*



**October 2010**

*EDD is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Special requests for services, aids, and/or special formats need to be made by calling (916) 654-8055 (Voice). TTY users, please call the California Relay Service at 711.*

**ALTERNATIVE AND RENEWABLE FUEL AND VEHICLE  
TECHNOLOGY PROGRAM PHASE II  
SOLICITATION FOR PROPOSALS**

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**Proposal Package Instructions and Forms**

Instructions

- Proposal Narrative Form
- Cover/Signature Page
- SFP Form 1 - Project Work Plan
- SFP Form 2 - Performance Goals Matrix
- SFP Form 3 - Partner Roles, Responsibilities and Resources Chart
- SFP Form 4 - Budget Summary Plan
- SFP Form 5 - Supplemental Budget Form (if Applicable)
- SFP Form 6 – Current ARFVTP Grantee Eligibility

**ALTERNATIVE AND RENEWABLE FUEL AND VEHICLE  
TECHNOLOGY PROGRAM PHASE II  
SOLICITATION FOR PROPOSALS**

## **Section 1 Overview**

### **A. Purpose**

The Employment Development Department (EDD) and the California Energy Commission (Energy Commission) announce the availability of up to \$2 million in funds for the Alternative and Renewable Fuel and Vehicle Technology Program. Funds have become available through the Alternative and Renewable Fuel and Vehicle Technology Program (ARFVTP), which was created by Assembly Bill 118 (Núñez, Chapter 750, Statutes of 2007). Coupled with a dollar-for-dollar match leveraged from public-private partnerships, the goal of the initiative is to address the need for skilled workers in industries involved in the development and/or deployment of clean alternative fuels and vehicle technologies.

Successful applicants for this solicitation will use a sector strategy approach to meet the workforce and training needs of this targeted industry, through creation or expansion of regional partnerships with Local Workforce Investment Boards (LWIBs), Community Colleges, local training organizations, public/private employers, community and business development organizations, labor organizations and other key stakeholders. The regional partnership will demonstrate a deep understanding of the targeted industry dynamics and the specific workforce needs of the industry's employers within the region. This data-driven approach will align and leverage resources, identify and provide sector-related training, and provide supportive services that promote skill attainment and career pathways for workers.

The intent of the ARFVTP is to support the transformation of California's fuel and vehicle types to help attain the State's climate change policies through the development and deployment of clean alternative fuels and vehicles. Alternative Fuels are defined as any fuel other than the traditional selections of gasoline and diesel, used to produce energy or power. Examples of Alternative Fuels include: biodiesel, ethanol, electricity, propane, liquid or compressed natural gas, and hydrogen.

Transitioning California's large and complex petroleum-based fuels and vehicle market to one based on a diversity of low-carbon alternative and renewable fuels and clean vehicle technologies, represents an economic development opportunity with the potential of creating new clean transportation industries and "green collar" jobs. The evolution to a clean transportation economy requires a well-trained workforce to design, construct, install, operate, service, and maintain alternative fuels, fueling infrastructure, and low and zero emission vehicles.

The ARFVTP Partnerships will coordinate workforce development and training services delivery related to alternative fuel and vehicle technology. Classroom and hands-on program related training include, but are not limited to, the following areas:

- Fuel feedstock production and/or extraction
- Alternative and renewable fuel distribution
- Alternative and renewable fuel transport, and/or storage

- Idle management technology and other conservation technologies
- High-performance and low-emission vehicle technology
- Automotive computer systems
- Mass transit fleet alternative fuel and clean vehicle conversion, service, and maintenance
- Other sectors, occupations, and technologies related to green transportation

All training plans and curriculum must be preapproved by the Energy Commission to ensure that the planned training is eligible for program funding and consistent with the [ARFVTP Investment Plan](#).

Program workforce development and training partnerships must demonstrate an awareness of and responsiveness to the workforce needs of their regional alternative transportation industry. Training partnerships must also demonstrate they have formed commitments and partnerships with labor unions, private sector industries, training organizations, primary and secondary education systems, and government agencies required to meet the workforce training needs of targeted industries.

## **B. Funding Availability**

Funding under this SFP will be awarded from the Alternative and Renewable Fuel and Vehicle Technology Program funds. The ARFVTP was established through AB 118 (Nunez, Chapter 750, Statutes of 2007). Up to \$2 million in ARFVTP funds is made available under this SFP with a maximum award of \$500,000 for each grantee. Funding under this SFP will be dependent on budget approval and spending authority.

## **C. Target Population**

Proposals must focus on the unemployed, underemployed, incumbent workers, with a focus on alternative transportation fuel, vehicle and component manufacturing related workers ages 18 years or older. Individuals must already have basic skills in the targeted industry and training must be provided to upgrade their skills in the new technology.

## **D. Eligible Applicants**

Proposals will be accepted from one of two lead agencies: 1) Local Workforce Investment Boards (LWIB), or 2) Community Colleges Districts or local Community Colleges (Community College). The lead applicant will be required to demonstrate a partnership with an LWIB or Community College (whichever is not the lead). Grantees awarded funds under the first round of ARFVTP may be eligible for additional funds; if they can demonstrate new or unmet training needs not addressed in the original grant and have demonstrated successful performance under the original grant.

Applicants are required to describe the classroom and hands-on skills training that will be provided and demonstrate how this training is related to the development or deployment of alternative fuels, vehicles or vehicle technologies. Individuals are not eligible to apply.

## **E. Allowable Uses of Funds**

Grantees awarded funds under this SFP must comply with the ARFVTP regulations ([Health and Safety Code](#) 44272(d) and 44272(d)(10)).

Funds may be used for the following:

- Training related to alternative and renewable fuels and clean vehicle technologies that reduce greenhouse gas emissions, increase the use of alternative fuels, reduce the use of traditional fuels (gasoline and diesel), and/or stimulate production of bio-fuels within California
- All training must be consistent with the priorities established by the ARFVTP Investment Plans
- Trainees must have experience in or have been trained in general mechanics prior to being enrolled in ARFVTP funded advance fuels and technologies training

## **Ineligible Use of Funds**

Funds may not be used for the following:

- Training not related to alternative fuels and/or vehicle technology (e.g., soft skills training, workplace readiness, etc)
- Training related to traditional fuels and vehicle technology (diesel, gasoline, internal combustion engines, etc.)
- All training for technologies that are required for compliance with existing law
- Curriculum development
- Equipment purchases

## **F. Administrative Cost Limits**

A maximum of ten percent of the total project budget will be allowed for administrative costs under this solicitation. For purposes of developing a budget, the definition of administrative costs is provided in Appendix D, Administrative Cost Definitions.

## **G. Length of Project**

The State expects that the performance period for projects awarded under this solicitation will be 20 months. No obligation or commitment of funds will be allowed prior to or beyond the grant period of performance. Any grant funds not expended during the grant agreement period must be returned to the State.

## Section 2 Significant Dates

Event	Date*
Solicitation for Proposals Release	October 19, 2010
ARFVTP Webinar	October 26, 2010 from 1:30 – 3:30 p.m.
Last date to e-mail questions to EDD	November 15, 2010
Last date to post questions and answers on EDD Web site	November 22, 2010
<b>Proposals Due</b>	<b>November 30, 2010</b> before 3:00 p.m. Pacific Daylight Savings Time
Proposal review and evaluation	December 6 through December 10, 2010
Award Announcements	December 2010
Program Start Date	January 1, 2011

**\*Note:** All dates after the final proposal submission deadline are approximate and may be adjusted as conditions dictate, without addendum to this SFP.

## Section 3 ARFVTP Webinar and Questions/Answers Web site

The Energy Commission and EDD will be hosting a webinar via WebEx on October 26, 2010. The webinar will include a review of the ARFVTP SFP and answer any questions submitted. A recorded version of the webinar will be available on the EDD's Web site. To participate applicants must go to <https://edd-wsb.webex.com/edd-wsb/onstage/g.php?d=748185436&t=a> and follow the instructions to log on.

In addition to the webinar, we are implementing an electronic question and answer process. Questions must be e-mailed to [CleanEnergySFP@edd.ca.gov](mailto:CleanEnergySFP@edd.ca.gov) and received no later than November 15, 2010. All answers will be posted, on a flow basis, on the EDD's Jobs and Training [Workforce Development SFP](#) Web site, by 5:00 p.m. on November 22, 2010. For information regarding this Web page you may contact Martie Evans at (916) 651-6057, or Leticia Ruiz at (916) 654-9339.

## Section 4 Proposal Submission Instructions

### Proposal Deadline

The deadline for the **receipt** of proposals is **Tuesday, November 30, 2010, at 3 p.m. Pacific Daylight Savings Time. Late proposals will not be accepted.**

The date or time on a postmark or other courier's documentation is irrelevant to satisfying the submission deadline. All proposals, whether mailed, delivered by courier service, or hand delivered, must be received by the EDD Workforce Services Branch (WSB) by 3 p.m. November 30, 2010. Exceptions will not be allowed and there is no appeal for not meeting the proposal deadline.



## B. Match Requirements

It becomes increasingly important to leverage other public and private resources to support and sustain projects funding under AB 118. It is a requirement of this SFP to fund projects that can leverage other resources to maximize the impact of the project and the return on investment and to better ensure sustainability.

Applicants will be required to demonstrate a dollar-for-dollar cash and/or in-kind match. For example, if the proposal is requesting \$500,000 the match amount must be \$500,000 for a total project of \$1,000,000. For the purposes of this SFP, match may include WIA, non-WIA and foundation funds made available to the applicant to be used specifically for this proposal's activities. State funds may not be included as matching funds for this SFP. Matching funds will be subject to the reporting requirements contained in Workforce Services Directive [WSD09-11](#), Quarterly and Monthly Financial Reporting Requirements. All cash/in-kind match must be documented with a letter of commitment verifying the match and be included as an attachment to the proposal. **If the applicant is providing cash/in-kind match they must submit a commitment letter describing the match.** All commitment letters must contain a contact person, telephone number and be dated in the month of October or November 2010. Match amounts will be verified by the state prior to selection of the grant award. Match amounts not included in commitment letters will not be counted.

The definition of cash match is a contribution of funds made available to the grantee, to be used specifically for ARFVTP funded training project activities addressed in this solicitation and must be consistent with the allowable activities of the fund source. The awarded grantee has control over and disburses these funds. Examples include: money received from employers, foundation, private entities or local governments.

The definition of in-kind match is a contribution of non-cash resources used specifically for ARFVTP funded training project activities. Examples include: donated personnel, services or use of equipment or space.

## C. Bonus Points Requirements

### **Serving Areas not covered in ARFVTP Round One**

Three bonus points will be awarded to applicants that address a demonstrated need for ARFVTP related training in targeted areas that have not previously received ARFVTP training funds. Areas previously covered through round one ARFVTP funding are:

- Imperial County
- Los Angeles County
- City of Long Beach
- Richmond City
- Sacramento County
- San Francisco County

## D. Application Requirements

Applicants must meet the other requirements listed below. Proposals that do not adhere to these requirements will be scored. However, for each requirement not met, a penalty will be assessed as detailed below.

Requirement	Penalty
Applicant must submit five complete copies of the entire proposal, and of those copies, two must have original signatures. In accordance with State policy, the organization's contract/agreement signatory authority or authorized designee as designated by the organization's Board of Directors' Resolution must sign proposals.	3 points deducted
The entire proposal package including Cover/Signature page must be submitted in electronic form on a compact disk, exclusive of the letters of commitment, in MS Word and/or MS Excel format where applicable <b>(not Adobe PDF)</b> .	3 points deducted
Proposal Narrative must be in a font no less than 12 point.	1 point deducted
Each copy of the proposal package must be stapled in the upper left hand corner. Special bindings, report covers, or tabbed separators will result in reducing the proposal score.	1 point deducted
Proposal Narrative is limited to 15 pages. All pages over the 15 pages allotted will be removed and will not be scored. This will result in a non-responsive and will be given the score of zero for that/those section(s).	

## E. Other Required Elements

Due to the specific nature of ARFVTP funded training each proposal must include:

- Curriculum and course outline for all proposed training.
- Explanation of how the training is related to the development or deployment of alternative fuels, vehicle(s), or vehicle technologies in their region.
- A description of the targeted workforce need that will be addressed including the industry partners who employ or may employ trainees.
- Commitment letters must be included for all industry partners who employ or may employ trainees.
- Explanation of how targeted industry employers were involved in the development of the training project and development of curriculum.

Applicants are required to demonstrate that the project will become operational within the first six months of funding. Operational means that enrollment and training must begin within the first six months. If projects have not become operational within the first six months from the date of award the Energy Commission will conduct a critical program review to determine if funds will be revoked.

## F. Proposal Package Instructions

Proposal package instructions are available on the EDD Web site and contain links to each required form.

## G. Format and Document Order

The following chart lists the order of documents that must be included in the proposal package. This may also be used as a checklist to help ensure submission of a complete grant package.

1. Cover/Signature page (includes proposal summary) limited to 2 pages	<input type="checkbox"/>
2. Proposal Narrative Form (limited to 15 pages). The Proposal Narrative Form includes the following sections:	<input type="checkbox"/>
I. Statement of Need	<input type="checkbox"/>
II. Target Group	<input type="checkbox"/>
III. Planned Approach and Training Curriculum	<input type="checkbox"/>
IV. Performance Goals	<input type="checkbox"/>
V. Local Partnerships and Leveraged Resources	<input type="checkbox"/>
VI. Budget Summary Narrative and Plan	<input type="checkbox"/>
3. SFP Forms	
Project Work Plan – SFP Form 1	<input type="checkbox"/>
Performance Goals Matrix – SFP Form 2	<input type="checkbox"/>
Partner Roles, Responsibilities and Resources Chart – SFP Form 3	<input type="checkbox"/>
Budget Summary Plan – SFP Form 4	<input type="checkbox"/>
Supplemental Budget Form – SFP Form 5 (if applicable)	<input type="checkbox"/>
Current ARFVTP Grantee Eligibility – SFP Form 6 (if applicable)	<input type="checkbox"/>
4. Letters of Commitment for Cash/In-kind Match	<input type="checkbox"/>
5. Employer Commitment Letters	<input type="checkbox"/>
6. Curriculum and Course Outline	<input type="checkbox"/>

## Section 6 Award and Contracting Process

### A. Proposal Evaluation and Recommendation for Funding

Proposals will be scored in two phases. Phase one will consist of an Energy Commission technical review to ensure the proposed training curriculum is eligible for ARFVTP funding. To be eligible the proposed curriculum must be related to alternative fuel and vehicle technology as described in program legislation, regulations and is consistent with the ARFVTP Investment Plan. Links to each of these documents are provided in Appendix C, Internet Resources. Additionally in the technical review, the Energy Commission will be determining participation eligibility of round one grantees. To be eligible round one grantees must demonstrate new or unmet needs not addressed in the original grant and have demonstrated successful performance under the original grant. In phase two, proposals will be scored and ranked by teams of independent reviewers based on the criteria set forth in this SFP. The scoring value of each section of the SFP is as follows:

Criterion	Maximum Points
Narrative Section I. Statement of Need	15
Narrative Section II. Target Group	10
Narrative Section III. Planned Approach and Training Curriculum	35
Narrative Section IV. Performance Goals	10
Narrative Section V. Local Partnership and Leveraged Resources	20
Narrative Section VI. Budget Summary Narrative and Plan	10
<b>Subtotal (Excluding Bonus Points)</b>	<b>100</b>
<b>Total Possible Points Including Bonus Points for Serving Areas not covered by Round One ARFTVP (3 bonus points)</b>	<b>103</b>

The result of ranked scores and the technical review will serve as the primary basis for making recommendations for funding in conjunction with other factors such as geographic distribution of funds, uniqueness, and consistency with the ARFVTP Investment Plan and innovative aspects of the proposal. Only those proposals deemed to be meritorious and in the best interests of the State will be recommended for funding. The EDD and the Energy Commission reserves the right to conduct on-site reviews prior to making final funding recommendations. After completion of the evaluation process, funding recommendations will be made to the Energy Commission. The Energy Commission, in consultation with the EDD will make recommendations for final funding decisions.

### B. Notification of Recommendation for Funding

Following the selection of proposals to be funded, notification will be placed on the EDD Web site and applicants will be notified of the funding decisions. The State expects that the award decision notices will be sent in December 2010. All awards will be conditional, requiring Energy Commission approval of training curriculum prior to final award.

## **C. Contracting**

The EDD staff will contact the awardees to finalize contract details. In some cases, EDD may request that the contracts incorporate changes to the original project proposals and curriculum. After the contract negotiations, if any, EDD will mail the subgrant agreement (contract) to the awardees for signature. All awardees must comply with EDD's and Energy Commission's AB 118 subgrant General Provisions and Standards of Conduct set up for this SFP. General Provisions and Standards of Conduct are listed in detail in Appendix A.

The State expects the contract negotiations to begin in January 2011, with a project start date as early as January 1, 2011.

Awardees are advised that Energy Commission approval of ARFVTP funded training curriculum is required prior to the start of training. Curriculum will be further reviewed in detail during the contract negotiations; it is at this time that changes, if any, will be implemented to ensure a successful project. It is imperative to consider whether official action by a County Board of Supervisors, City Council, or other similar decision-making body will be necessary before agreeing to accept funds awarded under this SFP. The time needed for such official action will affect the awardees ability to begin program implementation.

## **Section 7 Appeal Process**

A proposal will be disqualified for not meeting the minimum requirements and an appeal of that disqualification decision may be filed. There is no appeal process for not meeting the proposal submission deadline. Final funding decisions cannot be appealed. The minimum requirements are listed in Part A of Section 5 of the SFP.

The EDD will mail disqualification letters to applicants no later than December 6, 2010. Any appeals must be received in the EDD office by 4:00 p.m. on December 13, 2010. The appellant must submit the facts in writing. The review will be limited to the information provided in writing.

To be considered for review, the appeal must contain the following information:

- The full name, address, and telephone number of the appealing party.
- A brief statement of the reasons for appeal, including citations to the SFP and any other pertinent documents
- A statement of the relief sought
- Original signature of the authorized signatory authority of the organization

The appellant must provide a copy of the appeal letter and the supporting documents to EDD. The EDD will respond in writing to the appeals by December 20, 2010. The review will be limited to determining whether the proposal met the minimum criteria of the SFP.

Appeals must be submitted as follows:

Mail to:                                    ATTN: Alternative and Renewable Fuel and Vehicle  
Technology Program SFP Appeals  
Workforce Services Branch, MIC 88  
Employment Development Department  
P.O. Box 826880  
Sacramento, CA 94280-0001

By courier to:                            ATTN: Alternative and Renewable Fuel and Vehicle  
Technology Program SFP Appeals  
Workforce Services Branch, MIC 88  
Employment Development Department  
800 Capital Mall, Room 2029  
Sacramento, CA 95814

Hand deliver to:                        ATTN: Alternative and Renewable Fuel and Vehicle  
Technology Program SFP Appeals  
Workforce Services Branch, MIC 88  
Employment Development Department  
722 Capital Mall, Room 1100, Building Agents Office  
Sacramento, CA 95814

## **Section 8 Administrative and Program Requirements**

### **A. Program Requirements**

Grantees will be required to participate in semi-annual best practices summits to share program information with other awardees and the workforce community. Additionally, grantees must share all program materials, such as curricula, outreach materials and other innovative program materials with both EDD and Energy Commission and allow materials and notices to be posted on the Energy Commission Web site. Grantees will also be required to notify and include both EDD and Energy Commission in press events and dignitary visits and tours.

### **B. Monitoring and Audits**

Grantees are expected to be responsive to all reviewers' requests, provide reasonable and timely access to records and staff, facilitate access to subcontractors, and communicate with reviewers in a timely and accurate manner. Awardees that are units of local government, or non-profit entities as defined by OMB Circular A-133, must ensure that audits required under OMB guidelines are performed and submitted when due.

### **C. Record Keeping**

Awardees will be required to maintain project and fiscal records sufficient to allow federal, state, and local reviewers to evaluate the project effectiveness and proper use of funds. The record keeping system must include both original and summary (e.g., computer generated) data sources. Awardees will retain all records pertinent to this contract for a period of three years from the date of final payment of this contract.

## D. Reporting

Grantees must have the capability to report expenditures, participant, and outcome data to the State, in a manner that is timely, thorough and accurate. The State has developed the Job Training Automation (JTA) system for reporting data collected by grantees. Grantees will be required to have the approved emulation software for this purpose. The State will provide training on how to use the JTA system. See Appendix B for the JTA System Hardware and Software Requirements.

Grantees will be required to submit monthly financial and participant reports using the standard JTA system data elements including participant information, project activities and expenditures. Additional data elements and narrative reports are required for the Energy Commission funds. The State will issue further guidance once awards have been made. Upon closeout of the project an End of Project report is required.

## E. Cash Disbursements

The State has established a system for disbursing cash requests for the Energy Commission AB 118 funds. The JTA system for processing these cash requests will not be used for this SFP. An invoice process with disbursement of cash through State Controller warrants has been developed and a template will be made available. The State will make every effort to minimize the time between the request for cash and the receipt of funds. Further guidance will be issued to awardees.

## F. Performance Goals

The overall State goals are provided as a point of reference for applicants when reviewing their local goals. The State recognizes that local goals may differ from those presented here. Local program designs may vary significantly and necessitate flexibility in determining goals. If the planned goals are lower than the State performance levels, applicants must provide an explanation in Section IV, Performance Goals, of the Proposal Narrative.

The State's Performance Goals for the ARFVTP are as follows:

<b>Performance Goals Description</b>	<b>Unemployed and Underemployed Performance Goals (%)</b>	<b>Incumbent Workers Performance Goals (%)</b>
1. Placement in Training	100%	100%
2. Completed Training	80%	80%
3. Attained Recognized Certificate	70%	70%
4. Placement in Unsubsidized Employment	73%	
5. Retained Employment (6 months)	81%	95%

## **G. Closeout**

A subgrant/line item closeout of the project will be required. Although this is not a WIA funded proposal, grantees will need to use the WIA Close out Directive (Workforce Services Directive [WSD09-12](#)). The WIA Closeout Handbook provides specific instructions for closeout. Applicants should include costs associated with closeout activities into the budget plan.

## **H. Compliance**

All funds are subject to their related State and federal statutory and regulatory requirements. These requirements are detailed in governing documents that include, but are not limited to, the California Health and Safety Code Section 44272-44273, the 2010-2011 ARFVTP Investment Plan, and OMB Circulars. Refer to Appendix C, *Internet Resources*, for a list of useful Web sites.

## **I. Evaluation**

The State may pursue a statewide evaluation of the projects awarded through this SFP. In the event that a statewide evaluation is implemented, the applicant will be required to participate in that evaluation by providing requested data and information. Therefore, all award recipients are expected to document lessons learned, and effective/promising practices ascertained through this project.

# **APPENDIX A**

## **ARFVTP General Provisions and Standards of Conduct**

This Subgrant Agreement is entered into by and between the State of California, Employment Development Department, hereinafter the Subgrantor, and the \_\_\_\_\_, hereinafter the Subgrantee. The Subgrantor is administering this subgrant in support of the State of California Energy Commission's Alternative and Renewable Fuel and Vehicle Technology Program, and the requirements of Assembly Bill (AB) 118. The Subgrantee agrees to operate a program in accordance with the provisions of this subgrant. For purposes of this Exhibit D, the term "vendor" refers to those entities defined as such by OMB Circular A-133.

### **1. STANDARDS OF PERFORMANCE**

The Subgrantee shall be responsible in the performance of the Subgrantee/vendor's work under this Agreement for exercising the degree of skill and care required by customarily accepted good professional practices and procedures. The Subgrantee/vendor and not the Subgrantor shall bear any costs for failure to meet these standards, or otherwise defective services, which require reperformance as directed by the Subgrantor or its designee. In the event the Subgrantee/vendor fails to perform in accordance with the above standard, the following will apply. Nothing contained in this section is intended to limit any of the rights or remedies which the Subgrantor may have under law.

- A. The Subgrantee/vendor will reperform, at its own expense, any task that was not performed to the Subgrantor's reasonable satisfaction. Any work reperformed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. The Subgrantee/vendor shall work any overtime required to meet the deadline for the task at no additional cost to the Subgrantor.
- B. The Subgrantor shall provide a new schedule for the reperformance of any task pursuant to this paragraph in the event that reperformance of a task within the original time limitations is not feasible.
- C. If the Subgrantor directs the Subgrantee/vendors not to reperform a task, the Subgrantor and the Subgrantee/vendors shall negotiate a reasonable settlement for satisfactory services rendered. No previous payment shall be considered a waiver of the Subgrantor's right to reimbursement.

### **2. RECORDKEEPING AND INSPECTION OF RECORDS**

The Subgrantee shall retain backup source documentation for audit purposes, and make the documentation available to the Subgrantor, its designees, the Energy Commission and the Federal government upon request. The Subgrantee's accounting records must be supported by documentation that includes but is not limited to cancelled checks, paid bills, payrolls, time and attendance records, and contract and subgrant award documents. The Subgrantee agrees to maintain records that directly pertain to, and involve transactions relating to, this Agreement for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. The Subgrantee shall include appropriate provisions in each of its subawards to secure adequate backup documentation to verify all subgrantee and vendor services and expenses invoiced for payment under this Agreement.

The Subgrantee agrees that it shall permit the State of California, the United States Comptroller General or his representative, or the appropriate Inspector General appointed under Section 3

or 8G of the United States Inspector General Act of 1978 or his representative to: (1) examine any records that directly pertain to, and involve transactions relating to, this Agreement; and (2) interview any officer or employee of the Subgrantee or any of its subgrantees or vendors regarding the activities funded. The Subgrantee shall include this provision in all of its agreements with its subgrantees, and vendors from whom it acquires goods or services in its execution of this work.

### **3. SUBAWARDS**

- A. Nothing contained in this Agreement or otherwise shall create any contractual relation between the Subgrantor and any of the Subgrantee's subgrantees or vendors, and no agreement shall relieve the Subgrantee of its responsibilities and obligations under this Agreement. The Subgrantee agrees to be as fully responsible to the Subgrantor for the acts and omissions of its subgrantees, vendors, and/or persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Subgrantee. The Subgrantee's obligation to pay its subgrantees and vendors is an independent obligation from the Subgrantor's obligation to make payments to the Subgrantee. As a result, the Subgrantor shall have no obligation to pay or to enforce the payment of any monies from the Subgrantee to any of its subgrantees or vendors.
- B. The Subgrantee shall be responsible for establishing and maintaining contractual agreements with and the reimbursement of each of its subgrantees and vendors for work performed in accordance with the terms of this Agreement. The Subgrantee shall be responsible for: 1) scheduling and assigning its subgrantees and vendors to specific tasks in the manner described in this Agreement; 2) coordinating the Subgrantees's accessibility to Subgrantor staff; and 3) submitting completed products to the Subgrantor.
- C. All subawards shall contain the following:
  - 1. The Recordkeeping and Inspection of Records paragraph of this Agreement.
  - 2. Provisions recognizing the applicability of the funding limitations contained within AB 118.

### **4. REPORTS AND INFORMATION DISCLOSURE**

The Subgrantee shall submit to the Subgrantor all reports the Subgrantor requires which include: expenditure and participant data along with any progress, annual and final reports.

- A. Ownership:** Each report shall become the property of the Subgrantor/ Energy Commission.
- B. Non-disclosure:** The Subgrantee will not disclose data or disseminate the contents of the final or any progress report without written permission of the Energy Commission and the Subgrantor, except as provided in D, below. Permission to disclose information on one occasion or at public hearings held by the Energy Commission or the Subgrantor relating to the same shall not authorize the Subgrantee to further disclose and disseminate the information on any other occasion. The Subgrantee will not comment publicly to the press or any other media regarding its report, or the Energy Commission's actions on the same, except to the Energy Commission staff, the Subgrantor or the Subgrantee's own personnel involved in the performance of this contract, or at a public hearing, or in response to questions from a legislative committee. Notwithstanding the foregoing, in the event any public statement is made by the Energy Commission or any other party, based on information received from the Energy Commission as to the role of the Subgrantee or the

content of any preliminary or final report, the Subgrantee may, if it believes the statement to be incorrect, state publicly what it believes is correct.

**C. Confidentiality:** Neither the Subgrantee, its employees, or any tier of subgrantees may disclose any record that has been designated as confidential or is the subject of a pending application of confidentiality, except as provided in 20 California Code of Regulations (CCR), Sections 2506 and 2507, unless disclosure is ordered by a court of competent jurisdiction (20 CCR, Sections 2501, et seq.). At the election of the Subgrantor, the Subgrantee's employees, and any subgrantee shall execute a "Confidentiality Agreement," supplied by the Energy Commission. Each subaward shall contain provisions similar to the foregoing related to the confidentiality and nondisclosure of data.

**D. Disclosure:** Ninety (90) days after any document submitted by the Subgrantee is deemed by the Energy Commission's Contract Manager to be a part of the public records of the State, the Subgrantee may, if it wishes to do so at its own expense, publish or utilize a report or written document but shall include the following legend:

**"LEGAL NOTICE"**

**"This report 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. The Energy Commission, the State of California, its employees, subgrantors, and subgrantees make no warranty, express or implied, and assume no legal liability for the information in this report; nor does any party represent that the use of this information will not infringe upon privately owned rights. This report has not been approved or disapproved by the Energy Commission passed upon the accuracy or adequacy of the information in this report. "**

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**©(YEAR OF FIRST PUBLICATION OF DELIVERABLE)  
(THE COPYRIGHT HOLDER'S NAME)  
ALL RIGHTS RESERVED**

## **5. CONTRACT DATA, OWNERSHIP RIGHTS**

- A. "Data" as used in this Agreement means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research or experimental, developmental or engineering work, or be usable or be used to define a design or process, or to support a premise or conclusion asserted in any deliverable document required by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, data or information, etc. It may be in machine form, such as punched cards, magnetic tape or computer printouts, or may be retained in computer memory.
- B. "Deliverable data" is that data which, under the terms of this Agreement, is required to be delivered to the Subgrantor/Energy Commission and shall belong to the Subgrantor/Energy Commission.
- C. "Proprietary data" is such data as the Subgrantee has identified in a satisfactory manner as being under Subgrantee's control prior to commencement of performance of this Agreement, and which Subgrantee has reasonably demonstrated as being of a proprietary nature either by reason of copyright, patent or trade secret doctrines in full force and effect at the time when performance of this Agreement is commenced. The title to "proprietary data" shall remain with the Subgrantee throughout the term of this Agreement and thereafter. The extent of the Subgrantor/Energy Commission access to and the testimony available regarding, the proprietary data shall be limited to that reasonably necessary to demonstrate, in a scientific manner to the satisfaction of scientific persons, the validity of any premise, postulate or conclusion referred to or expressed in any deliverable for this Agreement.
- D. "Generated data" is that data, which a Subgrantee has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Agreement. Any electronic data processing program, model or software system developed or substantially modified by the Subgrantee in the performance of this Agreement at the Subgrantor/Energy Commission's expense, together with complete documentation thereof, shall be treated in the same manner as "generated data." "Generated data" shall be the property of the Subgrantor/Energy Commission, unless and only to the extent that it is specifically provided otherwise in this Agreement.
- E. As to "generated data" which is reserved to Subgrantee by the express terms hereof, and as to any pre-existing or "proprietary data" which has been utilized to support any premise, postulate or conclusion referred to or expressed in any deliverable hereunder, Subgrantee shall preserve the same in a form which may be introduced as evidence in a court of law at Subgrantee's own expense for a period of not less than three years after receipt by the Subgrantor/Energy Commission of the Final Report herein.
- F. Before the expiration of the three years, and before changing the form of or destroying any data, Subgrantee shall notify the Subgrantor/Energy Commission of any contemplated action and the Subgrantor/Energy Commission may, within thirty (30) days after notification, determine whether it desires the data to be preserved. If the Subgrantor/Energy Commission so elects, the expense of further preserving data shall be paid for by the Subgrantor/Energy Commission. Subgrantee agrees that the Subgrantor/Energy Commission may at its own expense, have reasonable access to data throughout the time during which data is preserved. Subgrantee agrees to use its best efforts to furnish competent witnesses or to identify competent witnesses to testify in any court of law regarding data.

## **6. PURCHASE OF EQUIPMENT**

No equipment is to be purchased with under this Agreement.

## **7. PUBLIC HEARINGS**

If public hearings on the scope of work are held during the period of the Agreement, Subgrantee will make available to testify the personnel assigned to this Agreement. The Subgrantor/Energy Commission will reimburse Subgrantee for compensation and travel of the personnel at the Contract rates for the testimony which the Energy Commission requests.

## **8. RIGHT OF PARTIES REGARDING INTELLECTUAL PROPERTY**

The Subgrantor/Energy Commission reserves all rights to use, modify, translate, publish, reproduce, display, disseminate and dispose of all deliverables under this Agreement.

## **9. CONFIDENTIALITY**

The State of California and the Subgrantee will exchange various kinds of information pursuant to this Agreement. That information will include data, applications, program files, and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the Employment Development Department, the California Department of Social Services, the California Department of Education, the California Department of Corrections, the County Welfare Department(s), the County IV-D Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges and the Department of Alcohol and Drug Programs.

The Subgrantor and Subgrantee agree that:

- A. Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
- B. Each party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.
- C. The Subgrantee agrees that information obtained under this Agreement will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in this Agreement.
  - 1) Aggregate Summaries: All reports and/or publications developed by the Subgrantee based on data obtained under this Agreement shall contain confidential data in aggregated or statistical summary form only. "Aggregated" refers to a data output that does not allow identification of an individual or employer unit.
  - 2) Publication: Prior to publication, Subgrantee shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to Unemployment Insurance Code section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.
  - 3) Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.

- D. Each party agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or the public.
- E. The Subgrantee shall notify Subgrantor's Information Security Office of any actual or attempted information security incidents, within 24 hours of initial detection, by telephone at (916) 654-6231. Information Security Incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets.

The Subgrantee shall cooperate with the Subgrantor in any investigation or security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied.

If the Subgrantee learns of a breach in the security of the system which contains confidential data obtained under this Agreement, then the Subgrantee must provide notification to individuals pursuant to Civil Code section 1798.82.

- F. The Subgrantee shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this Agreement. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water damage.
- G. At no time will confidential data obtained pursuant to this Agreement be placed on a mobile computing device or on any form of removable electronic storage media of any kind unless the data are fully encrypted.
- H. Each party shall provide its employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure of confidential information found in section 1798.55 of the Civil Code, section 502 of the Penal Code, section 2111 of the Unemployment Insurance Code, section 10850 of the Welfare and Institutions Code and other applicable local, state and federal laws.
- I. Each party shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.
- J. Each party shall promptly return to the other party confidential information when its use ends, or destroy the confidential information utilizing an approved method of destroying confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
- K. If the Subgrantee enters into an agreement with a third party to provide WIA services, the Subgrantor or Subgrantee agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.
- L. The Subgrantee may, in its operation of the One-Stops, permit a One-Stop Operator to enter into a subcontract to manage confidential information. This subcontract may allow an individual to register for resume-distribution services at the same time the individual enrolls in CalJOBS<sup>SM</sup>. Subgrantee shall ensure that all such subcontracts comply with the intellectual provisions of paragraph 8 of this Agreement, the confidentiality requirements of

paragraph 9 of this Agreement and any other terms of this Agreement that may be applicable. In addition, the following requirements must be included in the subcontracts:

- 1) All client information submitted over the Internet to the subcontractor's databases must be protected, at a minimum, by 128-bit Secure Socket Layer (SSL) encryption. Clients' social security numbers must be stored in a separate database within the subcontractor's network of servers, and protected by a firewall and a secondary database server firewall or AES<sup>1</sup> data encryption. If a subcontractor receives client social security numbers or other confidential information in the course of business, for example a resume-distribution service that provides enrollment in CalJOBS<sup>SM</sup>, social security numbers must be destroyed within two days after the client registers for CalJOBS<sup>SM</sup>. If a subcontractor obtains confidential information as an agent of the subgrantee, the subcontract must specifically state the purpose for the data collection and the term of records retention must be stated, and directly related, to the purpose and use of the information. In accordance with 29 Code of Federal Regulations 97.42, social security numbers and other client specific information shall not be retained for more than three years after a client completes services. The subgrantee should extend this period, only if any litigation, claim, negotiation, audit, or other action involving the records has been started before the end of the three-year retention period. In this case the records should be maintained until completion of the action and resolution of all issues arising from it, or until the close of the three-year retention period, whichever is later.
- 2) Client information (personal information that identifies a client such as name and social security number) and/or demographic information of a client (such as wage history, address, and previous employment) shall not be used as a basis for commercial solicitation during the time the client or agency is using the subcontractor's services. Client information and/or demographic information shall not be used for any purposes other than those specific program purposes set forth in the subcontract.
- 3) A One-Stop client must still be given the option to use the One-Stop's services, including CalJOBS<sup>SM</sup>, even if he or she chooses not to use any services of the subcontractor. This option shall be prominently, clearly and immediately communicated to the client upon registration within the One-Stop or for CalJOBS<sup>SM</sup>, the subcontractor's resume-distribution services, or any other services subcontractor offers to the client or the One-Stop Operator.
- 4) The subcontractor must clearly disclose all of its potential and intended uses of the client's personal and/or demographic information for the services the clients seeks and for any other services the subcontractor offers. The subcontractor shall not use a client's personal and/or demographic information without the client's prior permission. A link to the subcontractor's Privacy Policy shall appear prominently on the registration screens that list the potential and intended uses of the client's personal and/or demographic information.
- 5) When the subcontractor modifies State automated systems such as the State CalJOBS<sup>SM</sup> System, it shall provide reasonable notice of such changes to the Subgrantee. The Subgrantee shall be responsible to communicate such changes to the One-Stop Operator(s) in the local area.

- M. Each party shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation. As of this date, the following are those individuals:

*FOR THE SUBGRANTOR*

Name: Denise Miller  
Title: Workforce Collaborative Section Manager  
Address: P.O. Box 826880, MIC 88  
Sacramento, CA 94280-0001  
Telephone: (916) 654-7988  
Fax: (916) 653-2467

*FOR THE SUBGRANTEE*

Name:  
Title:  
Telephone:  
Fax:

## **10. DISPUTES**

In the event of an Agreement dispute or grievance between the Subgrantee and the Subgrantor/Energy Commission, all parties shall follow the procedure below. The Subgrantee shall continue with the responsibilities under this Agreement during any dispute.

### **A. Energy Commission Dispute Resolution**

The Subgrantee shall first discuss the problem informally with the Subgrantor/Energy Commission. If the problem cannot be resolved at this stage, the Subgrantee must direct the grievance together with any evidence, in writing, to the Subgrantor/Energy Commission. The grievance must state the issues in the dispute, the legal authority or other basis for the Subgrantee's position, and the remedy sought. The Subgrantor/Energy Commission must make a determination on the problem within ten (10) working days after receipt of the written communication from the Subgrantee. The Subgrantor/Energy Commission shall respond in writing to the Subgrantee, indicating a decision and explanation for the decision. Should the Subgrantee disagree with the decision, the Subgrantee may appeal to the Executive Director of the Energy Commission.

The Subgrantee must prepare a letter indicating why the decision is unacceptable, attaching to it the Subgrantee's original statement of the dispute with supporting documents, along with a copy of the response. This letter shall be sent to the Subgrantor/Energy Commission's Executive Director within ten (10) working days from receipt of the decision. The Executive Director or designee shall meet with the Subgrantee to review the issues raised. A written decision signed by the Executive Director or designee shall be returned to the Subgrantee within twenty (20) working days of receipt of the Subgrantee's letter. The Executive Director may inform the Energy Commission of the decision at an Energy Commission business meeting. Should the Subgrantee disagree with the Executive Director's decision, the Subgrantee may appeal to the Energy Commission at a regularly

scheduled business meeting. The Subgrantee will be provided with the current procedures for placing the appeal on an Energy Commission Business Meeting Agenda.

## **11. TERMINATION**

The parties agree that because the Subgrantor/Energy Commission are state entities, they must be able to immediately terminate the Agreement upon the default of Subgrantee, and to proceed with the work required under the Agreement in any manner the Subgrantor/Energy Commission deems proper. The Subgrantee specifically acknowledges that the Subgrantor/Energy Commission's unilateral termination of the Agreement under the terms below is an essential term of the Agreement, without which the Subgrantor/Energy Commission will not enter into the Agreement. The Subgrantee further agrees that upon any of the events triggering the Subgrantor/Energy Commission's unilateral termination the Agreement, the Subgrantor/Energy Commission has the sole right to terminate the Agreement, and it would constitute bad faith of the Subgrantee to interfere with the immediate termination of the Agreement by the Subgrantor/Energy Commission.

This Agreement may be terminated for any reason set forth below.

### **A. With Cause**

In the event of any breach by the Subgrantee of the conditions set forth in this Agreement, the Subgrantor/Energy Commission may, without prejudice to any of its legal remedies, terminate this Agreement for cause upon five (5) days written notice to the Subgrantee. In such event, the Subgrantor/Energy Commission shall pay the Subgrantee only the reasonable value of the services rendered by the Subgrantee prior to termination, as may be agreed upon by the parties or determined by a court of law, but not in excess of the contract maximum payable. "Cause" includes without limitation:

- 1) Failure to perform or breach of any of the terms or covenants at the time and in the manner provided in this Agreement; or
- 2) Inability of the Subgrantee to pay its debts as they become due and/or the Subgrantee's default of an obligation that impacts its ability to perform under this Agreement; or
- 3) Determination by the Subgrantor/Energy Commission or the Energy Commission Executive Director after notice and hearing that the Subgrantee or any agent or representative of the Subgrantee offered or gave gratuities to any officer or employee of the Subgrantor/Energy Commission, with a view toward securing an Agreement or favorable treatment with respect to awarding, amending, or making a determination with respect to performance of the Agreement; or
- 4) Significant change in Subgrantor/Energy Commission policy such that the work or product being funded would not be supported by the Subgrantor/Energy Commission; or
- 5) Reorganization to a business entity unsatisfactory to the Subgrantor/Energy Commission; or
- 6) The retention or hiring of subcontractors, or the replacement or addition of personnel who fail to perform to the standards and requirements of this Agreement.

B. Without Cause

The Subgrantor/Energy Commission may, at its option, terminate this Agreement without cause in whole or in part, upon giving thirty (30) days advance notice in writing to the Subgrantee. In such event, the Subgrantee agrees to use all reasonable efforts to mitigate the Subgrantee's expenses and obligations hereunder. Also, in such event, the Subgrantor/Energy Commission shall pay the Subgrantee for all satisfactory services rendered and expenses incurred within 30 days of notice of termination that the Subgrantee could not have avoided by reasonable efforts, but not in excess of the maximum payable under this Agreement.

- 1) All notices of termination must be in writing and be delivered personally, overnight mail, or by deposit in the U. S. Mail, postage prepaid, "Certified Mail-Return Receipt Requested", and will be deemed to have been given at the time of personal delivery, overnight mail receipt to the person identified below, or of the date of postmark by the U. S. Postal Service.

**Notices to the Subgrantee will be addressed to:**


Notices to the Subgrantor will be addressed to:

Denise Miller  
Workforce Collaborative Section  
Deputy Director's Office  
Workforce Services Branch  
Employment Development Department  
P. O. Box 826880, MIC 88  
Sacramento, CA 94280-0001

**12. ENFORCEABILITY**

The Subgrantee agrees that if it or one of its subgrantees or vendors fails to comply with all applicable Federal and State requirements governing the use of the funds provided by AB 118, the Subgrantor/Energy Commission may withhold or suspend, in whole or in part, funds awarded under the program, or recover misspent funds following an audit. This provision is in addition to all other remedies available to the Subgrantor/Energy Commission under all applicable State and Federal laws.

### **13. WAIVER**

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, meaning in addition to every other remedy provided therein or by law. The failure of the Subgrantor/Energy Commission to enforce at any time any of the provisions of this Agreement, or to require at any time performance by the Subgrantee of any of the provisions, shall in no way be construed to be a waiver of those provisions, nor in any way affect the validity of this Agreement or any part of it or the right of the Subgrantor/Energy Commission to thereafter enforce each and every such provision.

### **14. CAPTIONS**

The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference and do not define, limit, or extend the scope or intent of the clauses.

### **15. PRIOR DEALINGS, CUSTOM OR TRADE USAGE**

In no event shall any prior course of dealing, custom or trade usage modify, alter, or supplement any of these terms.

### **16. NOTICE**

Legal notice must be given using any of the following delivery methods: U.S. Mail, overnight mail, or personal delivery, providing evidence of receipt to the person identified in paragraph 11 of this Agreement for legal notices.

Delivery by fax or e-mail is not considered legal notice for the purpose of this clause. This paragraph is not intended to apply to normal, daily communication between the parties related to progress of the work. This clause applies to situations where notice is required to be given by this Agreement or the parties are asserting their legal rights and remedies.

Notice shall be effective when received, unless a legal holiday for the State commences on the date of the attempted delivery. In which case, the effective date shall be postponed until the next business day.

### **17. STOP WORK**

The Subgrantor/Energy Commission may, at any time, by written notice to the Subgrantee, require the Subgrantee 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, standard of performance, out of scope work, delay in project schedule, and misrepresentations.

- A. Compliance: Upon receipt of such stop work order, the Subgrantee shall immediately take all necessary steps to comply with the order and to minimize the incurrence of costs allocable to work stopped.
- B. Equitable Adjustment: The Subgrantor/Energy Commission shall make an equitable adjustment based upon the Subgrantee's written request. The Subgrantee must make such adjustment request within thirty (30) days from the date of receipt of the stop work notice.

- C. Revoking a Stop Work Order: The Subgrantee shall resume the stopped work only upon receipt of written instructions from the Subgrantor/Energy Commission's Contract Officer canceling the stop work order.

## **18. BUSINESS ACTIVITY REPORTING**

Subgrantee shall promptly notify the Subgrantor of the occurrence of any of the following:

- A. A change of address.
- B. A change in the business name or ownership.
- C. The existence of any litigation or other legal proceeding affecting this Agreement.
- D. The occurrence of any casualty or other loss to Project personnel, equipment or third parties.
- E. Subgrantees receipt of notice of any claim or potential claim against Subgrantee for patent, copyright, trademark, service mark and/or trade secret infringement that could affect the Subgrantor/Energy Commission's rights.

## **19. ACCESS TO SITES AND RECORDS**

The Subgrantor/Energy Commission staff or its representatives shall have reasonable access to all project sites and to all records related to this Agreement.

## **20. AMENDMENTS**

- A. This Agreement may be amended to make changes, including without limitation: additional funds, additional time, additional or modified tasks, and additional or modified terms. Amendments may be made without competitively bidding, so long as the amendment is exempt from competitive bidding pursuant to Public Contract Code section 10335, Government Code section 11010.5 and the State Contract Manual. Amendments may require prior written approval from Energy Commission/DOE.
- B. The Subgrantee acknowledges that provisions included in this Agreement pursuant to Federal or State law, regulation or policies are subject to change. The Subgrantee agrees to comply with any amendments that the Subgrantor/Energy Commission makes to this Agreement to comply with Federal or State law, regulation, or policy.
- C. Amendments:

The Subgrantor may approve changes to this Agreement, including changes required to comply with Federal or State law, regulation, or policy through unilateral modification (Subgrantor signature only) of the Agreement.

# APPENDIX B

## Job Training Automation System Hardware and Software Requirements

The State's minimum computer hardware and software requirements are imposed for compatibility with the State Job Training Automation (JTA) system. The following products meet the new information security requirements and will be supported by the JTA Help Desk:

- Vandyke Secure CRT and Secure FX  
[www.vandyke.com/products/securecrt/index.html](http://www.vandyke.com/products/securecrt/index.html)
- Attachmate EXTRA! Extreme 8.0  
[www.attachmate.com/en-US/Products/Terminal+Emulation/Extra/extra.htm](http://www.attachmate.com/en-US/Products/Terminal+Emulation/Extra/extra.htm)

The Workforce Services Division does not require the use of the above products, but has tested and can provide technical support for these products for the purpose of JTA access.

### 1. Hardware Requirements:

- Pentium-based PC with at least 128 MB RAM  
**AND**
- A dedicated phone line, and
- A modem (9600 bps or higher)  
**OR**
- A DSL, Cable, T1 or other high-speed Internet connection, and
- A Network Interface Card (NIC)

### 2. Operating System (OS) Requirements (one of the following):

- MS Windows 98
- MS Windows NT
- MS Windows 2000
- MS Windows XP Home Edition
- MS Windows XP Professional Edition

### 3. Communication Package Requirements:

- Attachmate EXTRA! Extreme 8.0
- Vandyke Secure CRT/Secure FX
- other (please specify): \_\_\_\_\_

### 4. Printer Requirements:

- Hewlett-Packard (HP) compatible printer

## APPENDIX C

### Internet Resources

The following Web sites are valuable sources of information that may be needed in developing project plans, building partnerships, obtaining data, and responding to questions in the Alternative and Renewable Fuel and Vehicle Technology Program SFP.

- [2008/2009 Investment Plan](#)  
The 2008/2009 Investment Plan for the Alternative and Renewable Fuel and Vehicle Technology Program provides guidance on
- [2010/2011 Investment Plan](#)  
The 2010/2011 Investment Plan for the Alternative and Renewable Fuel and Vehicle Technology Program provides guidance on
- [Alternative and Renewable Fuel and Vehicle Technology Program Website](#)
- [Assembly Bill 118](#)  
The Alternative and Renewable Fuel and Vehicle Technology Program
- [California Health and Safety Code Section 44272-44273](#)  
The California Health and Safety Code Section 44272-44273 provides information on projects eligible for funding in 44272(d). It also provides information on Workforce Development Programs in 44272(d)(10).
- [Business, Transportation and Housing Agency](#)  
Regional Economic Recovery Work Plans
- [California Association for Local Economic Development](#) (CALED)  
CALED is an economic development organization dedicated to advancing its members' ability to achieve excellence in delivering economic development services to their communities and business clients within California.
- [California Department of Finance-Demographic Research](#)  
Research State census data including population by gender, age and race by county.
- [California Department of Industrial Relations/Division of Apprenticeship Standards](#)  
The Department of Industrial Relations, Division of Apprenticeship Standards creates opportunities for Californians to gain employable lifetime skills and provides employers with a highly skilled and experienced workforce while strengthening California's economy.
  - [Division of Apprenticeship Standards](#)  
Search available apprenticeship programs by selecting a county and an occupation group.
- [California Employment Development Department](#) (EDD)  
The EDD is the administrative entity for the WIA SFP. This site contains or links to a wide range of employment and training resources, including labor market information.

- [Labor Market Information](#)  
Find labor market information industry/business that can be useful in preparing your proposal.
- [Workforce Development Solicitation for Proposals](#)  
The SFPs and related information can be accessed from the EDD's SFP page.
- [California Energy Commission](#) (Energy Commission)  
The Energy Commission is the State's primary energy policy and planning agency.
- [California's Energy Efficiency Standards](#)  
Find California's Energy Efficiency Standards (Title 24) for Residential and Nonresidential Buildings
- [California Green Jobs – California Clean Energy Workforce Training Program](#)  
California Green Jobs for a Clean Energy Economy
- [California Employment Training Panel](#) (ETP)  
The ETP is a statewide economic development program that supports retraining of incumbent workers. The ETP also funds the training of unemployed workers for high-skill, high-wage, secure jobs.
- [California Labor and Workforce Development Agency](#)  
The California Labor and Workforce Development Agency is an executive branch agency, and the secretary is a member of the Governor's cabinet. The agency oversees seven major departments, boards, and panels that serve California businesses and workers including the Employment Development Department.
- [California One-Stop Career Centers](#)  
Find an office or a central location for information about One-Stop Career Centers and related links.
- [California Regional Economies Project](#)  
The California Regional Economies Project provides state and local economic and workforce development organizations with information about each regional economy and labor market in California. The Project is sponsored by the California Workforce Investment Board of the Labor & Workforce Development Agency, and implemented in partnership with the California Economic Strategy Panel.
- [California Workforce Association](#) (CWA)  
CWA is a non-profit membership organization that develops public policy strategies and builds local capacity to address critical workforce issues while working with the 50 Workforce Investment Boards, One-Stop Career Centers, and other workforce development partners in California.
- [California Workforce Investment Board](#) (State Board)  
The State Board establishes policy for, and provides guidance to, local Workforce Investment Boards, which provide services under the WIA.

- [Environmental Defense Fund](#)  
*The Green Jobs Guidebook* profiles 200 green jobs currently in California, provides details on 45 job types for high school grads (many paying over \$25 per hour), information on job training and placement programs, and listings of valuable apprenticeship programs.
- [Local Workforce Investment Areas](#) (LWIA)  
 A listing of LWIAs with addresses and contact information.
- [Office of Management and Budget](#) (OMB)  
 OMB oversees and coordinates the Federal Administration's procurement, financial management, information, and regulatory policies. The OMB Circulars may be downloaded from this Web site.
- [State Sector Strategies](#)  
 This Web site is part of an on-going multi-state project focused on accelerating the adoption of sector strategies. Sector strategies are being adopted by dozens of states to connect workers to relevant training and education, and to connect employers to skilled workers.
- [U.S. Department of Energy](#)  
 The Department of Energy is committed to reducing America's dependence on foreign oil and developing energy efficient technologies for buildings, homes, transportation, power systems and industry.
- [U.S. Department of Labor Employment and Training Administration](#) (DOLETA)  
 The U.S. DOLETA is the federal agent for the WIA program.
- [U.S. Chamber of Commerce – Institute for Competitive Workforce](#) (ICW)  
 The ICW is a non-profit affiliate of the U.S. Chamber of Commerce focused on workforce development and quality education issues. The ICW develops workforce strategies for businesses, chambers of commerce, and communities to hire, train, retain, and advance skilled workers in the 21st century.
- [U.S. Small Business Administration](#)  
 Provides guidance and resource information to owners and operators of small businesses.
- [Workforce<sup>3</sup> One](#)  
 The Workforce<sup>3</sup> One Integrated Webspace offers the public workforce system, employers, economic development professionals, and education professionals an innovative knowledge network designed to create and support a demand-driven community, one that responds directly to business needs and prepares workers for good jobs in the fastest growing careers.

## **APPENDIX D**

### **Administrative Cost Definitions**

There is an administrative cost limit of ten percent of the total funds awarded under this contract.

All local grant recipients and lower tier subrecipients must follow the federal allowable cost principles that apply to their type of organization. The DOL regulations at 29 CFR 95.27 and 29 CFR 97.22 identify the federal principles for determining allowable costs that must be followed.

Although administrative in nature, costs of information technology—computer hardware and software—needed for tracking and monitoring of the Alternative and Renewable Fuel and Vehicle Technology Program (ARFVTP), participant, or performance requirements; or for collecting, storing and disseminating information, are excluded from the administrative cost limit calculation.

- (a) The cost of administration is that allocable portion of necessary and reasonable allowable costs of direct grant recipients, as well as, local grant recipients, local grant subrecipients, local fiscal agent, and which are not related to the direct provision of ARFVTP services, including services to participants and employers. These costs can be both personnel and non-personnel, and both direct and indirect.
- (b) The costs of administration are the costs associated with performing the following functions:
  - (1) Performing the following overall general administrative functions and coordination of those functions under the ARFVTP Implementation Plan:
    - (i) Accounting, budgeting, financial and cash management functions
    - (ii) Procurement and purchasing functions
    - (iii) Property management functions
    - (iv) Personnel management functions
    - (v) Payroll functions
    - (vi) Coordinating the resolution of findings arising from audits, reviews, investigations and incident reports
    - (vii) Audit functions
    - (viii) General legal services functions
    - (ix) Developing systems and procedures, including information systems, required for these administrative functions
  - (2) Performing oversight and monitoring responsibilities related to ARFVTP administrative functions.

- (3) Costs of goods and services required for administrative functions of the program, including goods and services such as rental or purchase of equipment, utilities, office supplies, postage, and rental and maintenance of office space.
  - (4) Travel costs incurred for official business in carrying out administrative activities or the overall management of the ARFVTP.
  - (5) Costs of information systems related to administrative functions (for example, personnel, procurement, purchasing, property management, accounting and payroll systems) including the purchase, systems development and operating costs of such systems.
- (c)
- (1) Awards to subrecipients or vendors that are solely for the performance of administrative functions are classified as administrative costs.
  - (2) Personnel and related non-personnel costs of staff who perform both administrative functions specified in paragraph (b) of this section and programmatic services or activities must be allocated as administrative or program costs to the benefiting cost objectives/categories based on documented distributions of actual time worked or other equitable cost allocation methods.
  - (3) Specific costs charged to an overhead or indirect cost pool that can be identified directly as a program cost are to be charged as a program cost. Documentation of such charges must be maintained.
  - (4) Except as provided at paragraph (c)(1), all costs incurred for functions and activities of subrecipients and vendors are program costs.
  - (5) Costs of the following information systems including the purchase, systems development and operating (e.g., data entry) costs are charged to the program category:
    - (i) Tracking or monitoring of participant and performance information
    - (ii) Employment statistics information, including job listing information, job skills information, and demand occupation information
    - (iii) Performance and program cost information on eligible providers of training services, youth activities, and appropriate education activities
    - (iv) Local area performance information
    - (v) Information relating to supportive services and unemployment insurance claims for program participants
  - (6) Continuous improvement activities are charged to administration or program category based on the purpose or nature of the activity to be improved. Documentation of such charges must be maintained.