

Exhibit A **Scope of Work**

Introduction

The mission of the Energy Efficiency and Renewables Division (Division) of the California Energy Commission (CEC) is to help California's businesses, homes, and appliances to be more energy efficient and have access to reliable, affordable and clean energy. The Division strives to achieve its mission by developing and implementing energy efficiency building standards that help ensure comfort and affordability; identifying and developing ways to streamline energy use in agriculture, manufacturing, water systems, and processing functions; letting Californians know that using energy wisely is a good investment in the economy and the environment; and assisting public schools, hospitals, local government, and others to identify and implement energy efficiency and renewable energy measures.

The growing public awareness and national interests on the importance of improving energy efficiency and developing renewable energy sources have made the mission of the Division more relevant than ever. The fiscal reality of the State of California compels the Division to conduct a comprehensive organizational assessment to evaluate the Division's ability to accomplish its mission given the resource constraints and to identify pragmatic ways forward. The Contractor agrees to provide strategic planning to assist the Division's efforts in meeting its legislative mandates and programmatic priorities, including AB758¹ and Executive Order #S-14-08², and guiding its outreach efforts to effectively communicate efficiency and renewable programs to stakeholders.

Task 1: Project Administration

The goal of this task is to develop, manage, and successfully complete the project plan and deliverables, and maintain open communication throughout the term of the Agreement.

Subtask 1.1. Kick-off Meeting

The Contractor shall attend a two-part kick-off meeting at the Energy Commission to discuss the administrative and technical aspects, including the goals and expectations, pertaining to this Agreement. For the administrative portion of the meeting, the Contractor shall bring their Project Manager, Contracts Administrator, Accounting Officer to meet with the Commission Contract Manager, the Contracts Officer and the

¹ Assembly Bill 758 (Chapter 470, Statutes of 2009) requires the California Energy Commission to establish a regulatory proceeding and to develop and implement a comprehensive program to achieve energy savings in the existing residential and commercial building stock that falls significantly below current Title 24 building standards.

² The Executive Order, signed by Governor Arnold Schwarzenegger on November 2008, seeks to advance California's transition into a clean energy economy and directs state agencies to create comprehensive plans to prioritize regional renewable projects based on an area's renewable resource potential and the level of protection for plant and animal habitat. The Executive Order raises California's renewable energy goals to 33 percent by 2020 and improves processes for licensing renewable projects.

Accounting Officer to discuss the Terms and Conditions and other administrative tasks pertinent to this Agreement.

For the technical portion of the kick-off meeting, the Contractor shall bring their relevant principals, be prepared to present their research approach, and answer any questions that the Commission Contract Manager and the Division Leadership may have. The Commission Contract Manager will provide an agenda to meeting participants three (3) working days prior to the kick-off meeting.

Deliverable

- Final workplan, due within five (5) working days after the meeting

Subtask 1.2. Progress Meetings

Progress meetings provide the opportunity for the Energy Commission and the Contractor to discuss the findings and the direction of the project with considerations to the resource reality of the Division. The Commission participants shall include the Commission Contract Manager, the Division Leadership, and other Commission staff designated by the Commission Contract Manager. The Contractor shall bring their Project Manager and the relevant principles. The Commission Contract Manager will provide an agenda to meeting participants three (3) working days prior to each progress meeting. Additional progress meetings or conference calls may be scheduled at the Commission Contract Manager's discretion.

The Contractor shall present mid-term deliverables in person at the Energy Commission

Deliverable

- Mid-term deliverables, including Organizational Assessment, Issue Analysis, Preferred Options List, and other products as directed

Subtask 1.3. Final Meeting

The Contractor shall attend a final meeting at the Energy Commission. The Contractor shall be prepared to present the Summary of Recommendations, discuss the recommendations, and answer any questions the Division Leadership may have. Participants of this meeting shall include the Commission Contract Manager, the Division Leadership, and other Commission staff designated by the Commission Contract Manager. The Contractor shall bring their Project Manager and the relevant principles. The Commission Contract Manager will provide an agenda to meeting participants three (3) working days prior to the final meeting.

Deliverable

- Action Plan

Task 2: Strategic Planning

The goal of this task to assist the Division in its efforts to support the State's energy and greenhouse gas reduction policy goals and meet the growing demand for its efficiency and renewable programs. The Contractor shall provide strategic planning to identify near- and long-term options that the Division could implement to increase its operational and program delivery efficiency, reduce duplication of effort, streamline business processes, optimize communication of its efficiency and renewable programs to stakeholders.

Subtask 2.1. Organizational Assessment

The goal of this subtask is to assess the organization's ability to meet its legislative mandates, program priorities, and outreach goal with its available resources. The components of the assessment shall include the Division's mission, organizational structure, financial resources, human capital, technology infrastructure, and both division-wide and office-specific outreach efforts.

The Contractor shall collect information through research, interviews and focus group questions with Division staff and key stakeholders identified by the Division. This may involve, but is not limited to, group/individual interviews, Division and industry research and other methods. The Contractor shall complete a functional analysis to evaluate the Division's organizational structure, reporting relationships, and allocation of resources by key functions the Division performs and identify opportunities for better align functions.

Deliverable

- Organizational Assessment Report

Subtask 2.2. Identify Issues and Options

The goal of this subtask is to identify near- and long- term options to increase the operational efficiency of the Division and its four offices given the available resources.

The Contractor shall develop a concise list of issues, their impact, and their relative importance based on the finding in the Assessment Report and the discussion at the Progress Meeting. The Contractor shall also compile a list of ideas, options, implementation strategies and potential/known barriers. The Contractor shall prioritize the options based on the Division's ability to implement them in the near- and long-term and their contribution to the goals of optimizing organizational-, operational- and communication efficiency at and across the Division, office, and program levels.

Deliverable

- Issue Analysis
- Preferred Options List

Subtask 2.3. Action Plan

The goal of this subtask is to produce a strategic action plan that includes goals, action steps, and performance metrics. The implementation plan will serve as a roadmap to guide the Division's efforts in meeting its legislative mandates, program priorities, and outreach activities to effectively deliver and communicate its appliances, buildings and renewable programs to stakeholders.

The Contractor shall build upon the previous deliverables and the information obtained during the fact-finding phase to map out preliminary goals, strategies, and action steps for the Contract Manager and the Division Leadership to review.

The Contractor shall conduct a planning session with the Contractor Manager and Division Leadership (and representative external stakeholders, if desired) to reach agreement on the goals and strategies, further develop the actions steps, and discuss the timeline for implementation and performance metrics for each.

The Contractor shall present the Action Plan at the Final Meeting. The Contractor shall be prepared to provide advice and consultation regarding organizational change management, preparation of documentation and justification and other implementation support as needed.

Deliverable

- Action Plan

Table 1: Schedule of Deliverables and Meetings

Deliverable/Meeting	Due Date
Kick-off Meeting	6/15/2011
Final Workplan	6/22/2011
Draft Organizational Assessment due	7/13/2011
Progress Meeting: Present Organizational Assessment findings to CEC	7/20/2011
Draft Issue Analysis/Preferred Options List due	8/3/2011
Progress Meeting: Present Preferred Options List to CEC	8/10/2011
Draft Action Plan due	8/24/2011
Planning session to discuss draft Action Plan	8/31/2011
Final Meeting : Present Action Plan to CEC	9/14/2011

*Due dates are subject to change at the Commission Contract Manager's discretion

PERSONNEL COSTS						
Job Classification	Name of Person Performing Task	Prime (P) or Sub(S)	Task Number(s) performing work on	Hourly Labor Rate*	Total Number of Hours by Personnel	Total Labor Costs (Hourly Labor Rate x Hours per FY)
Client Executive	Michael Wright	P	1,2,3,4	\$200.00	130	\$ 26,000.00
Senior Project Specialist	Allen Goldstein	P	1,2,3,4	\$175.00	160	\$ 28,000.00
Senior Project Specialist	Steve Ekstrom	P	1,2,3,4	\$175.00	100	\$ 17,500.00
Administrative Analyst	Linda Ross	P	1,2,3,4	\$ 35.00	100	\$ 3,500.00
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PERSONNEL COSTS TOTALS						\$ 75,000.00

Totals	
Personnel Costs	\$ 75,000.00
Other Costs	\$ -
TOTAL AGREEMENT COST	\$ -
	\$ 75,000.00

PAYMENTS AND INVOICING

- A) Payments will be made monthly, in arrears, for services satisfactorily rendered upon receipt and approval of invoice. All progress reports and deliverables due for the billing period shall be included with the invoice.
- B) The Energy Commission will accept computer generated or electronically transmitted invoices, provided the Contractor sends a paper copy the same day to the Energy Commission. The date of "invoice receipt" shall be the date the Energy Commission receives the paper copy.

Send invoices to:

California Energy Commission
Accounting Office, MS-2
1516 Ninth Street
Sacramento, California 95814

- C) Final invoice must be received by the Energy Commission no later than 30 calendar days after the Agreement termination date.

RETENTION

The Energy Commission shall retain from each invoice ten per cent (10%) of that invoice, excluding equipment invoices, pursuant to Public Contract Code section 10346. The retained amount shall be held and released only upon approval that work has been satisfactorily completed and the Final Report (if required) has been received and approved. The Contractor must submit a separate invoice for the retained amount. Retained funds may be withheld by the Energy Commission to compensate or credit for amounts that were paid in error, or amounts that were paid but exceed the actual allowable incurred costs.

PAYMENT TERMS

The selected vendor will be compensated only for authorized and actual expenses incurred and work performed on this contract, which may not exceed the value quoted.

TRAVEL AND PER DIEM RATES

The Contractor shall not be reimbursed for travel and per diem expenses.