



**CONTRACT REQUEST FORM (CRF)**



| J) Budget Information             |                               |                      |        |
|-----------------------------------|-------------------------------|----------------------|--------|
| Funding Source                    | Funding Year of Appropriation | Budget List No.      | Amount |
| Funding Source                    |                               |                      | \$     |
| R&D Program Area:                 | Select Program Area           | TOTAL:               | \$ 0   |
| Explanation for "Other" selection |                               |                      |        |
| Reimbursement Contract #:         |                               | Federal Agreement #: |        |

| K) Contractor's Administrator/ Officer |     |      |     | Contractor's Project Manager |     |      |     |
|--|-----|------|-----|------------------------------|-----|------|-----|
| Name:                                  |     |      |     | Name:                        |     |      |     |
| Address:                               |     |      |     | Address:                     |     |      |     |
| City, State, Zip:                      |     |      |     | City, State, Zip:            |     |      |     |
| Phone:                                 | - - | Fax: | - - | Phone:                       | - - | Fax: | - - |
| E-Mail:                                |     |      |     | E-Mail:                      |     |      |     |

**L) Selection Process Used** (For amendments, address amendment exemption or NCB, do not identify solicitation type of original agreement. )

Solicitation Select Type Solicitation #: - - # of Bids: Low Bid?  No  Yes  
 Non Competitive Bid (Attach CEC 96)  
 Exempt Select Exemption (see instructions)

**M) Contractor Entity Type**

Private Company (including non-profits)  
 CA State Agency (including UC and CSU)  
 Government Entity (i.e. city, county, federal government, air/water/school district, joint power authorities, university from another state)

**N) Is Contractor a certified Small Business (SB), Micro Business (MB) or DVBE?**  No  Yes

If yes, check appropriate box:  SB  MB  DVBE

**O) Civil Service Considerations**

Not Applicable (Agreement is with a CA State Entity or a membership/co-sponsorship)  
 Public Resources Code 25620, et seq., authorizes the Commission to contract for the subject work. (PIER)  
 The Services Contracted:  
 are not available within civil service  
 cannot be performed satisfactorily by civil service employees  
 are of such a highly specialized or technical nature that the expert knowledge, expertise, and ability are not available through the civil service system.  
 The Services are of such an:  
 urgent  
 temporary, or  
 occasional nature  
 that the delay to implement under civil service would frustrate their very purpose.

**Justification:**

**P) Payment Method**

A. Reimbursement in arrears based on:  
 Itemized Monthly  Itemized Quarterly  Flat Rate  One-time  
 B. Advanced Payment  
 C. Other, explain: no fiscal component

**Q) Retention**

1. Is Agreement subject to retention?  No  Yes  
 If Yes, Will retention be released prior to Agreement termination?  No  Yes



|                                  |
|----------------------------------|
| <b>R) Justification of Rates</b> |
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| <b>s) Disabled Veteran Business Enterprise Program (DVBE)</b>  |
| 1. <input checked="" type="checkbox"/> Exempt (Interagency/Other Government Entity)<br>2. <input type="checkbox"/> Meets DVBE Requirements      DVBE Amount:\$ <u>0</u> DVBE %: _____<br><input type="checkbox"/> Contractor is Certified DVBE<br><input type="checkbox"/> Contractor is Subcontracting with a DVBE: <u>Name of DVBE Company</u><br>3. <input type="checkbox"/> Contractor selected through CMAS or MSA with no DVBE participation.<br>4. <input type="checkbox"/> Requesting DVBE Exemption (attach CEC 95) |

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| <b>T) Miscellaneous Agreement Information</b>   |
| 1. Will there be Work Authorizations? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes<br>2. Is the Contractor providing confidential information? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes<br>3. Is the contractor going to purchase equipment? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes<br>4. Check frequency of progress reports<br><input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input checked="" type="checkbox"/> None required<br>5. Will a final report be required? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes<br>6. Is the Agreement, with amendments, longer than a year? If yes, why?<br>On going data sharing <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes |

|   |
|---|
| <b>U) The following items should be attached to this CRF (as applicable)</b>  |
| 1. Exhibit A, Scope of Work <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Attached<br>2. Exhibit B, Budget Detail <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Attached<br>3. CEC 96, NCB Request <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Attached<br>4. CEC 95, DVBE Exemption Request <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Attached<br>5. CEQA Documentation <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Attached<br>6. Resumes <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Attached<br>7. CEC 105, Questionnaire for Identifying Conflicts <input type="checkbox"/> Attached |

\_\_\_\_\_ Agreement Manager      \_\_\_\_\_ Date      \_\_\_\_\_ Office Manager      \_\_\_\_\_ Date      \_\_\_\_\_ Deputy Director      \_\_\_\_\_ Date

**INTERAGENCY INFORMATION SHARING AND CONFIDENTIALITY**  
**AGREEMENT BETWEEN THE CALIFORNIA PUBLIC UTILITIES**  
**COMMISSION AND THE STATE ENERGY RESOURCES CONSERVATION**  
**AND DEVELOPMENT COMMISSION**

1. This Agreement is entered into by the California Public Utilities Commission (CPUC) and the State Energy Resources Conservation and Development Commission (CEC), both of which are state agencies. The parties to this Agreement are jointly referred to as “the Parties.”
2. The CPUC’s Electric Safety and Reliability Branch (ESRB) enforces rules and regulations to ensure that power plants and utility companies run a safe and reliable electric or communication system. ESRB regularly conducts audits and inspections, investigates safety incidents or system problems, and advises CPUC Commissioners and employees on related matters.
3. The CEC is responsible for the certification (licensing) and compliance of thermal power plants 50 megawatts (MW) and larger, including all project-related facilities in California. The CEC, through its Siting, Transmission, and Environmental Protection division (STEP division) performs power plant inspections, investigates incidents, and enforces, and works with other agencies to enforce, power plant and related facility compliance with the conditions of certification, including all applicable laws, ordinances, regulations, and standards.
4. The CPUC and CEC have a mutual interest in sharing inspection, investigation, and enforcement information about power plants and related electric generating facilities within their respective jurisdictions, to accomplish common interests including coordination of efforts when appropriate and avoiding duplication of efforts. CPUC General Order No. 167 prohibits the CPUC from providing investigation and enforcement information with the CEC absent a written confidentiality agreement. (CPUC General Order No. 167, § 15.5.) The Parties are entering into this Agreement to comply with CPUC General Order No. 167 and ensure the nondisclosure of any inspection, investigation, or enforcement-related Confidential Information shared between the CPUC and CEC.
5. “Confidential Information” includes information obtained pursuant to California Public Utilities Code section 583, records exempt from public disclosure under the California Public Records Act (Government Code section 6250, et seq.), or information that is designated by the Parties to be exempt, prohibited, or privileged from disclosure by state or federal law.
6. The Parties shall take all necessary measures to protect Confidential Information and, consistent with the Public Records Act and any other laws requiring disclosure, treat Confidential Information as confidential. The Parties shall impose all of the requirements of this Agreement on all of their respective officers, members, employees, and agents with access to Confidential Information. Any Confidential Information obtained by the Parties shall be used only for purposes which are consistent with law.

7. Confidential Information under this Agreement shall be subject to Government Code section 6254.5, subdivision (e), which exempts from public disclosure under the California Public Records Act, confidential records that one state or local agency has provided to another state or local agency pursuant to an agreement that the latter will treat the disclosed records as confidential. This Agreement also conforms with the CEC's regulations for confidential designation, Title 20, California Code of Regulations, section 2505 (b), which provides that when another federal, state, regional, or local agency possesses information pertinent to the responsibilities of the CEC that has been designated by that agency as confidential under the California Public Records Act or the Freedom of Information Act, the CEC Executive Director may request that information from the agency and, upon its submission to the CEC, the CEC shall designate the information confidential without the need for an application for confidential designation.
8. For purposes of documents obtained originally by the CPUC and provided to the CEC and marked confidential under California Public Utilities Code section 583, those documents shall be maintained as confidential and shall not be released, except as specifically permitted by Section 583.
9. For purposes of documents obtained originally by the CEC and provided to the CPUC and marked confidential under Title 20, California Code of Regulations, section 2505, those documents shall be maintained as confidential and shall not be released, except as specifically permitted under Title 20, California Code of Regulations, sections 2506 through 2508.
10. Neither Party shall disclose information to anyone other than a Party officer, employee, or consultant without agreement in writing of the other Party to this Agreement, except as follows: a court of competent jurisdiction orders disclosure of Confidential Information, disclosure is authorized pursuant to sections 8 and 9 above, or if disclosure is otherwise required by law.
11. Parties will make all reasonable efforts to ensure that no disclosure of Confidential Information occurs. In the event an inadvertent disclosure of Confidential Information occurs, the party making such inadvertent disclosure will notify the other party to this Agreement in writing and will make every reasonable effort to promptly correct the inadvertent disclosure.
12. If any Party receives a request for any Confidential Information under the California Public Records Act, the Party shall promptly notify the other Party. Before the date when a response to the request is due, the Party processing the request will consult with the other Party regarding any Confidential Information covered by this Agreement. The Parties further agree that if they are required by law to disclose Confidential Information, they shall provide written notice to the other Party prior to such disclosure.
13. The confidentiality obligations survive the termination or expiration of this Agreement and will remain in effect notwithstanding a final judgment in any enforcement litigation or settlement, or other disposition of an inspection, investigation, or enforcement action.
14. This Agreement is not intended to affect any applicable privilege or immunity that would otherwise apply under the governing laws, nor is it intended to create any rights of any kind in any person or entity that is not a party to the Agreement.

15. This Agreement shall not be modified except by a written agreement signed by authorized representatives of the Parties. None of the provisions of this Agreement shall be deemed to have been waived by any act or acquiescence by either Party, but only by an instrument in writing signed by an authorized representative. No waiver of any provisions of this Agreement shall constitute a waiver of any other provision(s) or of the same provision on another occasion.

16. This Agreement shall continue unless or until either Party determines that this Agreement should be terminated. Unless otherwise provided for by the written agreement of both of the Parties, unilateral termination of this Agreement shall be effected no sooner than 20 days from the date either Party provides written notice of its intent to terminate the Agreement. Termination of this Agreement shall not affect the obligation of the Parties to maintain the confidentiality of information and data provided pursuant to this Agreement.

17. This Agreement may be executed in counterparts.

**CALIFORNIA ENERGY COMMISSION**

Dated: \_\_\_\_\_  
By: Robert P. Oglesby, Executive Director

**CALIFORNIA PUBLIC UTILITIES COMMISSION**

Dated: \_\_\_\_\_  
By: Timothy J. Sullivan, Executive Director

**STATE OF CALIFORNIA**

**STATE ENERGY RESOURCES  
CONSERVATION AND DEVELOPMENT COMMISSION**

**RESOLUTION - RE: APPROVAL OF INTERAGENCY INFORMATION SHARING AND CONFIDENTIALITY AGREEMENT BETWEEN THE CALIFORNIA PUBLIC UTILITIES COMMISSION AND THE STATE ENERGY RESOURCES CONSERVATION AND DEVELOPMENT COMMISSION**

**WHEREAS**, the California Public Utilities Commission (CPUC) and the State Energy Resources Conservation and Development Commission (Energy Commission) have a mutual interest in sharing inspection, investigation, and enforcement information about power plants and related electric generating facilities within their respective jurisdictions, to accomplish common interests including coordination of efforts when appropriate and avoiding duplication of efforts.

**THEREFORE BE IT RESOLVED**, that the Energy Commission adopts the staff CEQA findings contained in the Contract Request Form; and

**THEREFORE BE IT FURTHER RESOLVED**, that the Energy Commission approves Agreement MOU-15-007 to comply with CPUC General Order No. 167 and ensure the nondisclosure of any inspection, investigation, or enforcement-related Confidential Information shared between the parties; and

**THEREFORE BE IT FURTHER RESOLVED**, that the Executive Director or his/her designee shall execute the same on behalf of the Energy Commission.

**CERTIFICATION**

The undersigned Secretariat to the Commission does hereby certify that the foregoing is a full, true, and correct copy of the Resolution adopted at a meeting of the California Energy Commission held on May 17, 2016.

AYE: [List of Commissioners]

NAY: [List of Commissioners]

ABSENT: [List of Commissioners]

ABSTAIN: [List of Commissioners]

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Cody Goldthrite,  
Secretariat