Instructions for completing this *Technical Assistance Scope of Work* appear in blue. Carefully read the blue instructions before completing each section. Delete the blue instructions after completing each section. Insert the name of the applicant where indicated above in blue.

# TASK LIST

Insert the Task numbers and Task names for your Agreement. Tasks 1 and 2 are **mandatory**. Add additional rows as necessary

|  |  |  |
| --- | --- | --- |
| **Task #** | **CPR[[1]](#footnote-2)** | **Task Name** |
| 1 |  | Administration |
| 2 |  | Preparation of the full application |
| [TBD] |  | [Insert Task Name, add tasks as necessary] |

# KEY NAME LIST

Insert the Task numbers and the Key names for each Task in your Project. Include Key names only if the value of the project would significantly change without those personnel, subcontractors, or partners. Add additional lines as needed. Alternatively, you may indicate in this table if there are no key names.

|  |  |  |  |
| --- | --- | --- | --- |
| **Task #** | **Key Personnel** | **Key Subcontractor(s)** | **Key Partner(s)** |
| 1 | [Name] | [Name] | [Name] |
| 2 | [Name] | [Name] | [Name] |
| *[TBD]* | [Name] | [Name] | [Name] |

# GLOSSARY

Specific terms and acronyms used throughout this scope of work*. Only include acronyms that are used* ***more than once*** *in this Scope of Work. Define terms that are unusual or technical.* Place acronyms/terms in **alphabetical order**.

| **Term/ Acronym** | **Definition** |
| --- | --- |
| CAM | Commission Agreement Manager |
| CAO | Commission Agreement Officer |
| CEC | State Energy Resources Conservation and Development Commission or, the California Energy Commission. |
| CPR | Critical Project Review |
| GRDA | Geothermal Resources Development Account |
| Recipient | [TBD] |
| RREDI | Reliability, Renewable Energy & Decarbonization Incentives Division |
|  | [Insert additional rows as needed.] |

# PURPOSE OF AGREEMENT, PROBLEM/SOLUTION STATEMENT, AND GOALS AND OBJECTIVES

## Purpose of agreement

The purpose of this Agreement is to fund [Describe the purpose of the project funded by the agreement in one to two brief sentences.]

*Example:*

*GFO-23-402 provides funds for technical assistance to support local jurisdictions in the development of the full application of the Geothermal grant application. This Agreement aims to…*

## Objectives of the Agreement:

The objectives of this Agreement are to… [Complete this sentence with the objectives, which are things that will be measurable or knowable at the end of this project.]

The objective of this Agreement is to: OR

The objectives of this Agreement are to:

[Describe each Agreement objective using a bulleted list unless there is only one objective. “Objective” means a specific, measurable project outcome. Use any performance metrics that are relevant to the project.]

# ADMINISTRATION TASKS

This is the area in the Scope of Work where the administrative work to be performed under this Agreement is set forth. The work effort should be divided into a series of logical, discrete and sequential tasks.

The administrative tasks must be included in every agreement and the language does not change. Do NOT change anything in the administrative tasks. Each task has the following components:

## Meetings

### Task 1.1 Attend Kick-off Meeting

The goal of this task is to establish the lines of communication and procedures for implementing this Agreement. The Commission Agreement Manager (CAM) shall designate the date and location of this meeting and provide an agenda to the Recipient prior to the meeting.

**The Recipient shall:**

* Attend a “Kick-Off” meeting with the CAM, the Commission Agreement Officer (CAO), and a representative of the Energy Commission (CEC) Accounting Office. The Recipient shall bring its Project Manager, Agreement Administrator, Accounting Officer, and others designated by the CAM to this meeting.
* Discuss the following administrative and technical aspects of this Agreement:
  + Invoicing and auditing procedures
  + Critical Project Review (CPR) (Task 1.2) (if applicable)
  + The CAM’s expectations for accomplishing tasks described in the Scope of Work
  + An updated Product Schedule and Due Dates (Section V)
  + Monthly Progress Reports (Task 1.3)
  + Products (Contract with Subcontractor needed to carry out project)

**Products:**

* **Recipient Product:**
  + Updated Product Schedule, if any.

**CAM Product:**

* Kick-Off Meeting Agenda

### Task 1.2 Critical Project Review (CPR) Meetings, if needed

CPR meetings provide the opportunity for frank discussions between the CEC and the Recipient. The goal of this task is to determine if the project should continue to receive CEC funding to complete this Agreement and to identify any needed modifications to the tasks, products, schedule or budget.

The CAM may schedule CPR meetings as necessary, and meeting costs will be borne by the Recipient. Discussions may include status, challenges, successes, findings and recommendations.

Meeting participants include the CAM and the Recipient and may include the CAO, Reliability, Renewable Energy & Decarbonization Incentives (RREDI) Division or other CEC staff and management as well as other individuals selected by the CAM to provide support to the CEC.

**The CAM shall:**

* Determine the location, date, and time of each CPR meeting with the Recipient. These meetings generally take place at the CEC, but they may take place at another location or remotely.
* Send the Recipient the agenda and a list of expected participants in advance of each CPR.
* Conduct and make a record of each CPR meeting. Prepare a schedule for providing the written determination described below.
* Determine whether to continue the project, and if continuing, whether or not modifications are needed to the tasks, schedule, products, and/or budget for the remainder of the Agreement. Modifications to the Agreement may require a formal amendment (please see section 6 of the Terms and Conditions). If the CAM concludes that satisfactory progress is not being made, this conclusion will be referred to the Director of the RREDI Division for his or her concurrence.
* Provide the Recipient with a progress determination on continuation of the project, in accordance with the schedule. The written response may include a requirement for the Recipient to revise one or more products.

**The Recipient shall:**

* Prepare a CPR Report for each CPR that (1) discusses the progress of the Agreement toward achieving its goals and objectives. This report shall (2) include recommendations and conclusions regarding continued work of the projects. This report shall be submitted along with any other products identified in this scope of work. The Recipient shall submit these documents to the CAM and any other designated reviewers at least 15 working days in advance of each CPR meeting.
* Present the required information at each CPR meeting and participate in a discussion about the Agreement.

**Recipient Products:**

* CPR Report (if applicable)

**CAM Products:**

* Agenda and a list of expected participants (if applicable)
* Progress Determination (if applicable)

## Reports and Invoices

### Task 1.3 Progress Reports and Invoices

The goal of this task is to (1) periodically verify that satisfactory and continued progress is made towards achieving the project objectives of this Agreement on time and within budget and (2) ensure that invoices contain all required information and are submitted in the appropriate format.

The objectives of this task are to summarize activities performed during the reporting period, to identify activities planned for the next reporting period, to identify issues that may affect performance and expenditures, and to form the basis for determining whether invoices are consistent with work performed.

**The Recipient shall:**

* Prepare a Monthly Progress Report that summarizes all Agreement activities as specified in this Scope of Work for the preceding month of the reporting period, including an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns, accomplishments, milestones, products, schedule, fiscal status.
* Each progress report is due to the CAM within 10 days of the end of the reporting period. The recommended specifications for each progress report are contained in Section 6 of the Terms and Conditions of this Agreement.
* Submit a monthly or quarterly Invoice that follows the instructions in the “Payment of Funds” section of the Exhibit C standard terms and conditions, including a financial report on Match Funds and in-state expenditures.

**Product:**

* Progress Reports
* Invoices

### Task 1.4 Obtain and Execute Subcontracts

The goal of this task is to (1) ensure quality products and (2) to procure subcontractors required to carry out the tasks under this Agreement consistent with the Agreement Terms and Conditions and the Recipient’s own procurement policies and procedures. It will also provide the CEC an opportunity to review the subcontracts to ensure that the tasks are consistent with this Agreement, and that the budgeted expenditures are reasonable and consistent with applicable cost principles.

**The Recipient shall:**

* Manage and coordinate subcontractor activities in accordance with the requirements of this Agreement.
* Incorporate this Agreement by reference into each subcontract.
* Submit a draft of each subcontract required to conduct the work under this Agreement to the CAM for review.
* Include any required Energy Commission flow-down provisions in each subcontract, in addition to a statement that the terms of this Agreement will prevail if they conflict with the subcontract terms.
* Submit a final copy of the executed subcontract that hires for the service of preparing a full application for the geothermal program phase two solicitation.
* If Recipient decides to add new subcontractors, then the Recipient shall notify and receive written approval from the CAM prior to adding any new subcontractors.

**Products:**

* Draft subcontractor contract
* Final subcontractor contract

# TECHNICAL TASK

This is the area in the Scope of Work where the technical work to be performed under this Agreement is set forth. The work effort should be divided into a series of logical, discrete and sequential tasks. Each task has the following components. [Add as many tasks as necessary]

This is the area in the Scope of Work where the technical work to be performed under this Agreement is set forth. The work effort should be divided into a series of logical, discrete, and sequential tasks. Each task has the following components:

* Task Name
* The goal of this task is to ...
* The Recipient shall:
* Products

## TASK 2 PREPARATION OF THE FULL APPLICATION

The Task 2 must be included in every agreement and the language does not change. Do NOT change anything in Task 2.

The goal of this task is to prepare the full application for the phase two of the geothermal program solicitation.

**The Recipient shall:**

* Follow the guidance to develop the full application based on the geothermal GFO-23-402 solicitation manual.
* Prepare and develop the full application, including the attachments.
* Review and submit the application in the [CEC Grant Solicitation System (GSS)](https://gss.energy.ca.gov/)., available at: https://gss.energy.ca.gov/ before the application deadline.

**Products:**

* Receipt of proof of submission of full application.

## TASK [TBD] [insert task name using ALL CAP], if needed

The goal of this task is to ... [Complete the sentence with a brief description of the goal(s). Please be brief, two to three sentences maximum.]

**The Recipient shall:**

* *[Insert verb in active tense ... complete the sentence.]*
* *[Insert verb in active tense ... complete the sentence.]*

**Products:**

Products incorporate the knowledge and understanding gained by performing the activities, and are submitted to the Energy Commission for review, comment and approval. Products include, but are not limited to, written reports that describe methods, test plans, results of testing, analysis of data, conclusions, and recommendations for future study, workshop agendas and summaries, description and photographs of equipment/product developed, summaries of advisory group meetings, computer software with written instructions for data input and use of the software, if intended for public or CEC use, and production prototypes. For each product there must be a bullet under “The Recipient Shall:” explaining it in more detail.

* *[Insert 1st product (name only) and include draft and final versions as necessary]*
* *[Insert 2nd product (name only) and include draft and final versions as necessary]*

# BUDGET

## Cost Estimate

The technical assistance funds must go to the technical assistant contractor for the purpose of supporting the applicant (i.e., a local jurisdiction) in developing and preparing the full application on behalf of the applicant, and not for any other purposes.

Task 1 Administration should allocate less than 15% of the requested CEC funds or use match funds for this task. If CEC funds are used for the administration task, please complete tables 1 –4. **If no** CEC funds are used for the administration task, please complete only table 1.

## Budget by Tasks

Instructions:

1. Include amount of CEC Reimbursable Share allocated to each task.
2. Include amount of Match Share included in each task (Optional).
3. Add as many rows as necessary.

**Table 1: Budget by Task**

| **Major Tasks** | **CEC Reimbursable Share** | **Match Share (optional)** | **Total** |
| --- | --- | --- | --- |
| Task 1 Administration Task | $ | $ | $ |
| Task 2 Preparation of the Full Application | $ | $ | $ |
| [Task TBD] [Insert rows as needed] | $ | $ | $ |
|  |  |  | Grand Total: $[Number] |

## Budget by Cost Category

Instructions:

1. Funds in the Direct Labor category are paid to individuals that pay California state income taxes on wages received for work performed under the agreement.
2. Business transactions (e.g., materials purchases) are entered into with a business located in California.
3. Total should include any applicable subcontractors.

**Table 2: Budget by Cost Category**

| **Cost Category** | **CEC Reimbursable Share** | **Match Share (optional)** | **Total** |
| --- | --- | --- | --- |
| Direct Labor | $ | $ | $ |
| Materials/Miscellaneous | $ | $ | $ |
| Subcontractor | $ | $ | $ |
| Grand Total: $[Number] | | | |

## Direct Labor Rates:

Instructions:

1. Complete the appropriate table based on your organization's standard accounting practices. If an employee is paid based on an hourly rate, use the hourly table. If an employee is paid based on a monthly salary, use the monthly table.
2. Insert employee(s) job classification/title.
3. Insert the maximum hourly monthly labor rate (unloaded) by employee job classification/title to be billed during the approved term of the agreement. This is the highest salary or wage rate that is actually paid to the employee before the application of fringe benefits indirect costs or profit.
4. **The rates in these forms are rate caps, or the maximum amount allowed to be billed for the entire term of the agreement. However, the Energy Commission will only reimburse for actual direct labor expenses incurred, not to exceed the rates specified in these forms. Rates must include dollars and cents (two decimal places only). Any increase to the maximum rates in these forms will require an amendment in which the proposal is reevaluated.**
5. Insert the approximate number of hours or months to be worked by employee or job classification/title including for all "to be determined" (TBD) employees. The Energy Commission will only reimburse for actual time worked. The Contractor/Recipient or Subcontractor must maintain auditable documentation of actual time worked hourly, daily, weekly or monthly using standard accounting practices.
6. Insert the dollar amount by employee or job classification/title to be reimbursed with Energy Commission funds. Whole dollars only.
7. Insert the dollar amount by employee/classification to be charged as match share. Whole dollars only.
8. Confirm totals across and down are accurate.
9. Totals on each line must be less than or equal to Maximum Labor Rate multiplied by the Number of Hours.

Table 3a: Direct Labor Rates – Hourly Rates

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Employee Name** | **Job Classification / Title** | **Maximum Labor Rate ($ per hour)** | **# of Hours** | **CEC Funds** | **Match Share (optional)** | **Total** |
| [Insert employee name] | [Insert employee title.] | $[maximum hourly rate] |  | $ | $ | **$** |
| [Insert rows as needed] |  |  |  | $ | $ | **$** |
| **Hourly Direct Labor Totals** | | | | **$** | **$** | **$** |

**Table 3b: Direct Labor Rates – Monthly Rates**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Employee Name** | **Job Classification / Title** | **Maximum Labor Rate ($ per month)** | **# of Hours** | **CEC Funds** | **Match Share (optional)** | **Total** |
| [Insert employee name] | [Insert employee title.] | $[maximum monthly rate] |  | $ | $ | **$** |
| [Insert rows as needed] |  |  |  | $ | $ | **$** |
| **Monthly Direct Labor Totals** | | | | **$** | **$** | **$** |

## Materials & Miscellaneous

Instructions:

1. . Food and drinks are not reimbursable expenses.
2. Insert a description of the material/miscellaneous item. The description should be sufficient to allow the Energy Commission to easily tie the material/miscellaneous expense to backup documentation provided with the invoice and the Scope of Work.
3. Insert a concise purpose of the material/miscellaneous expense (i.e., why is the material/miscellaneous expense needed for the project?).
4. Insert the number of units to be purchased.
5. Insert the per unit cost of the material/miscellaneous item.
6. Insert the dollar amount to be reimbursed with Energy Commission funds. Whole dollars only.
7. Insert the dollar amount to be charged as match share. Whole dollars only.
8. Totals on each line must equal # of Units multiplied by the Per Unit Cost.
9. Confirm all totals across and down are accurate.

**Table 4: Materials & Miscellaneous**

| **Description** | **Purpose** | **# Units** | **Unit Cost** | **CEC Funds** | **Match Share (optional)** | **Total** |
| --- | --- | --- | --- | --- | --- | --- |
|  |  |  | $ | $ | $ | **$** |
| [Insert rows as needed] |  |  |  |  |  |  |
| Grand Total: $[Number] | | | | | | |

# PROJECT SCHEDULE

Instructions:

1. Insert the estimated Agreement term where indicated below in blue. If the Scope of Work is being prepared for a solicitation, please follow any guidelines regarding start and end dates.
2. Insert technical task, subtask, and product names in the “Task/Subtask Name” and “Product(s)” columns, where indicated in blue. These names must match the names in Part IV of the Scope of Work (Technical Tasks). If a draft and final version are required, insert “Draft” and “Final” before the product name and place the draft and final product names on separate rows in the “Products” column.
3. Insert product due dates in the “Due Date” column, where indicated in blue. Dates must fall within the agreement term and may not fall on weekends.
4. Due dates for all technical tasks other than the “TBD” tasks must precede the last 5 months of the agreement unless otherwise specified by the CAM, prior to finalization of the agreement.
5. The CAM will insert all information in green prior to execution of the agreement, including: (1) the agreement number; (2) meeting dates; and due dates for Task 1.

**Agreement Term:** [M-D-YYY] to [M-D-YYY]

## Administration Tasks

| **Task/ Subtask #** | **Task/Subtask Name** | **Meeting Name** | **Product(s)** | **Due Date** |
| --- | --- | --- | --- | --- |
| 1 | Administration Tasks |  |  |  |
| 1.1 | Kick-off Meeting | Kick-off Meeting |  | [CAM to insert date] |
|  |  |  | Updated Project Schedule *(if applicable)* | 5 days after determination of the need to update the documents |
|  |  |  | CAM Product |  |
|  |  |  | Kick-off Meeting Agenda | 7 days prior to the kick-off meeting |
| 1.2 | CPR Meeting | CPR Meeting #1 |  | [CAM to insert date] |
|  |  | CPR Meeting #2 *(to be deleted by the CAM if inapplicable)* | | [Same as above] |
|  |  |  | CPR Report (if applicable) | 15 days prior to the CPR meeting |
|  |  |  |  |  |
|  |  |  | CAM Products |  |
|  |  |  | CPR Agenda and a list of expected participants (if applicable) | 5 days prior to the CPR meeting |
|  |  |  | Progress Determination (if applicable) | As indicated in the Schedule for Providing a Progress Determination |
| 1.3 | Progress Reports and Invoices |  | Progress Reports | 10 days after the first of each month |
|  |  |  | Invoices | 10 days after the first of each month or quarter |
| 1.4 | Obtain and Execute Subcontracts |  | Draft subcontractor contract | As determined by the CAM |
|  |  |  | Final subcontractor contract | As determined by the CAM |
|  |  |  |  |  |

## Technical Tasks

| **Task/ Subtask #** | **Task/Subtask Name** | **Meeting Name** | **Product(s)** | **Due Date** |
| --- | --- | --- | --- | --- |
| 2 | Preparation of the Full Application |  | Receipt of proof of submission of full application. | Date of Second Phase Deadline |
| [TBD] [Insert rows as needed] | [Insert task name] | [Insert task name] | [Insert product name] | [Insert due date] |

1. Please see subtask 1.2 in Part V of the Scope of Work (Administration) for a description of Critical Project Review (CPR) Meetings. [↑](#footnote-ref-2)