

ITEM 1c

I. STATEMENT OF WORK

A. Project Summary/ Targeted ECDMS Architecture

The purpose of this Agreement is to provide maintenance support to ensure that ECDMS continues to operate as a computer-automated system. A CMAS IT Offeror shall provide a Senior Level Programmer and any other applicable IT CMAS classifications necessary to provide maintenance services for ECDMS. The skills and services required may include, but may not be limited to, those described in Section II.C.

B. Tasks

Following are the required tasks and anticipated deliverables for the project. Contractor must perform work on site unless there are compelling reasons requiring off site work and approval is received in writing from Contract Manager. (Exceptions include on-line and telephone support). Contractor shall ensure continuity of work if the original developers/team members are unable to complete assigned work and deliverables. Any changes to this list must be approved by Contract Manager.

Task Number	Description
1	Project Planning, Progress Meetings, and Progress Reports
2	Maintenance Support
3	Training
4	Documentation
5	Final Report

Task 1 – Project Planning, Progress Meetings, and Progress Reports

Description

Within one week of the start date of the contract, the Contractor shall meet with the Energy Commission Contract Manager at Energy Commission headquarters, for the purpose of developing a work plan for accomplishing the task objectives of the Agreement. The work plan shall build upon Contractor's proposed plan of Section II.B as modified by Contract Manager during the Task 1 planning meeting. Contractor/PM shall prepare a written draft of the resulting work plan (Technical Memorandum 1), and shall submit it to Contract Manager for approval. Contractor shall not commence work on any subsequent tasks until Contract Manager has issued written approval of Technical Memorandum 1. Commencing every month thereafter until completion of the Agreement, Contractor/PM shall provide Contract Manager with written progress reports by e-mail (due at month's end)

documenting the activities of the previous month and setting forth the objectives for the next month. Contractor/PM shall be available to discuss all matters as they concern this project during regular business hours of each week throughout the service period of the Agreement. In order to minimize processing disruption and missed deliverable deadlines, Contractor/PM shall coordinate with Contract Manager at least one month in advance regarding planned absences of more than three consecutive days.

Deliverables

Within 3 business days following the initial meeting, Contractor shall prepare and deliver Draft Technical Memorandum 1 containing the work plan, including task-specific budget, for accomplishing all tasks contained in this Work Statement. Within fifteen calendar days after receiving comments and corrections to the Draft Technical Memorandum 1, Contractor shall deliver Final Technical Memorandum 1 that reflects any revisions from Contract Manager. Contractor shall not commence work on any subsequent tasks until Contract Manager has issued written approval of Final Technical Memorandum 1. Commencing every month thereafter until completion of the Agreement, Contractor/PM shall e-mail progress reports at month-end describing accomplished activities for the past month and planned activities for the following month.

Acceptance Criteria

- Attendance of initial and subsequent meetings
- Provided complete Draft and Final versions of Technical Memorandum 1 (work plan) on time
- Monthly status reports provided for term of contract

Task 2 – Maintenance Support

Description

Contractor shall provide on-demand maintenance support for ECDMS for the term of the contract. Maintenance scope shall include all components of ECDMS. On-line, telephone support, and on-site visits by Contractor may be required to resolve technical issues.

Contract Manager will determine, document, and prioritize necessary maintenance work and communicate this to Contractor. Contractor shall communicate estimated charges to Contract Manager.

Through a properly executed Work Authorization, the Contractor shall provide services including but not necessarily limited to the following:

- Modification of ECDMS program code/scripts to resolve unanticipated or anomalous operation and performance issues, and

- Test, document, and train staff regarding such modifications.
- Work with ITSB staff assigned to ECDMS to ensure a smooth transition of maintenance and operations activities upon contract completion

Deliverables

Based on each properly executed Work Authorization, Contractor shall perform the maintenance activities. Additionally, Contractor shall:

- Prepare Draft Technical Memorandum after completion of work described in each Work Authorization that documents all products produced, activities performed, and all related issues/concerns pursuant to this task. Each Draft Technical Memorandum will be numbered sequentially starting with number “2.”
- Prepare Final Technical Memorandums that reflect any revisions from Contract Manager

Acceptance Criteria

This task will be considered complete and acceptable when:

- Contractor resolves each authorized maintenance issue
- Draft Technical Memorandum(s) are provided
- Contract Manager notifies Contractor in writing that the task deliverables are complete and acceptable.]

Task 3 – Training

Description

Contractor shall fully train Energy Commission staff that use ECDMS and applicable ITSB Staff on all changes made to ECDMS, as follows:

- Contractor shall train Energy Commission staff in the operation of ECDMS compliance assessment, tracking, and data loading software/script functions and routines that have been altered as a result of the maintenance support. Contractor shall prepare training documentation or exercises for accomplishing this training task.
- Contractor shall train authorized QFER and IT staff to perform any updates to ECDMS and the public ECDMS website files that are the result of providing maintenance support. Contractor shall prepare training documentation or

exercises for accomplishing this training task.

Deliverables

Based on the work plan scope, schedule, and task-specific budget approved by Contract Manager in Task 1, Contractor shall perform the training activities outlined in the Task 3 description above. Additionally, Contractor shall:

- Prepare Draft Technical Memorandum that documents all products produced, activities performed, and all related issues/concerns pursuant to this task.
- Prepare Final Technical Memorandum that reflects any revisions from Contract Manager. Contractor shall not commence work on any subsequent tasks until Contract Manager has issued written approval of Final Technical Memorandum.

Acceptance Criteria

This task will be considered complete and acceptable when:

- Contractor provides training to the appropriate staff
- Draft Technical Memorandum is provided
- Contract Manager notifies Contractor in writing that the task deliverables are complete and acceptable.

Task 4 – Documentation

Description

Contractor shall fully document the modified ECDMS, as follows:

- Programmer's Guide: Contractor shall provide all source code/scripts, data dictionaries, ER Diagrams schemas, and shall prepare a line-by-line narrative explanation of the code/scripts for each component, element, and/or function of each subsystem, with flowcharts and variable dictionary. Scope must encompass the complete ECDMS system – both existing/unmodified system software *and* new modifications performed under the Agreement.
- User's Guide: Contractor shall prepare operating procedures with flowcharts for all system features.
- Administrator's Guide: Contractor shall prepare detailed instructions for maintaining and updating all system functions and features.

Deliverables

Based on the work plan scope, schedule, and task-specific budget approved by Contract Manager in Task 1, Contractor shall deliver the documentation products outlined in the Task 4 description above, as follows:

- Prepare Draft Technical Memorandum that documents all products produced, activities performed, and all related issues/concerns pursuant to this task.
- Prepare Final Technical Memorandum that reflects any revisions from Contract Manager. Contractor shall not commence work on any subsequent tasks until Contract Manager has issued written approval of Final Technical Memorandum.

Acceptance Criteria

This task will be considered complete and acceptable when:

- Contractor provides fully updated Programmer's guide, User's Guide, and Administrator's guide
- Draft Technical Memorandum is provided
- Contract Manager notifies Contractor in writing that the task deliverables are complete and acceptable

Task 5 – Final Report

Description

Contractor shall prepare a final report of essential project milestones that encompass all tasks/activities associated with the Agreement. Scope shall include: (a) a compilation of the seven final technical memoranda approved by Contract Manager for Tasks 1 through 4, (b) a compilation of all monthly progress reports approved by Contract Manager for Task 1, (c) any issues/concerns associated with all tasks/activities performed including potentially unresolved issues/problems, and (d) any other documents directed by Contract Manager.

Deliverables

Based on the work plan scope, schedule, and task-specific budget approved by Contract Manager in Task 1, Contractor shall deliver a final report under the Agreement as follows:

- Prepare a Draft Final Report that documents all products produced, activities performed, and all related issues/concerns pursuant to all tasks of the Agreement.
- Prepare a Final Report that reflects any revisions from Contract Manager. This task will be considered complete and acceptable when Contract Manager notifies Contractor in writing that the Final Report is complete and acceptable.

Acceptance Criteria

- Draft Final Report is submitted for review
- Final Report is submitted and accepted as complete by Contract Manager

C. Terms and Conditions

The contract is subject to the CMAS terms and conditions between the Offeror and the State of California, except as specified below:

1. All costs must be inclusive of labor and other direct costs, including travel.
2. Work Authorization:
 - No work under Task 2 shall be undertaken unless authorized by the Contract Manager through a specific written document called a Work Authorization.
 - The Contract Manager will initially prepare a Work Authorization document, which will detail the issue and tasks necessary for successful resolution. This Work Authorization document will be submitted to the Contractor, who after gaining any clarification needed, either in a meeting or other means, will then identify the appropriate resource(s) required for the project, estimate of the cost and time of the issue resolution.
 - Once the task(s), cost, and schedule have been agreed upon by the Contract Manager and the Contractor, the Contract Manager will finalize the Work Authorization document and forward the Work Authorization to the Contractor. The Work Authorization will require the following two signatures: 1) the Contract Manager and the 2) Contractor. Once the Work Authorization document has been read, understood, and signed, only then will work on the issue begin.
 - Any expenses incurred by the Contractor or Consultant that have not been detailed in the Work Authorization will be borne by the Contractor. No amendments to the Work Authorization shall be made except in cases where the scope of work involved clearly encounters unforeseen circumstances. Any amendment must be approved by the Contract Manager and follow any applicable state guidelines.

3. Contractor Performance

Contract Manager shall be the sole judge of the acceptability of all work performed/produced by Contractor as a result of this RFO. Should the work performed by Contractor fail to meet the conditions, requirements or other applicable standards, specifications, or guidelines under this RFO, the following resolution process will be employed except as superseded by other binding processes. Only by approval of Contract Manager can any of the following timeframes be adjusted or extended:

- Contract Manager will notify Contractor in writing within five (5) business days after completion of each task and phase of milestones of any acceptance problems by identifying the specific inadequacies and/or failures in the services performed by Contractor.
- Contractor shall, within five (5) business days after initial problem notification, respond to Contract Manager by submitting a detailed explanation describing precisely how the identified services actually adhere to and satisfy all applicable requirements, and/or a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services. Failure by Contractor to respond to the initial problem notification within the required time limit may result in immediate contract termination. In the event of such termination, the Energy Commission shall pay all amounts due to Contractor for all work accepted prior to termination.
- Contract Manager will, within five (5) business days after receipt of Contractor's detailed explanation and/or proposed corrective action plan, notify Contractor in writing whether the explanation and/or plan is accepted or rejected. If Contract Manager rejects the explanation and/or plan, Contractor will submit a revised corrective action plan within three (3) business days of notification of rejection. Failure by Contractor to respond to Contract Manager's notification of rejection by submitting a revised corrective action plan within the required time limits may result in immediate contract termination. In the event of such termination, the Energy Commission shall pay all amounts due to Contractor for all work accepted prior to termination.
- Contract Manager will, within three (3) business days of receipt of the revised corrective action plan, notify Contractor in writing whether the revised corrective action plan proposed by Contractor is accepted or rejected. Rejection of the revised corrective action plan will result in immediate contract termination. In the event of such termination, the Energy Commission shall pay all amounts due to Contractor for all work accepted prior to termination.

4. Invoices and Payment:

- The Offeror shall be paid monthly, in arrears upon receipt and approval of invoices. Any deliverables (including completed Work Authorizations) must be accepted prior to related invoice approval.
- Invoices must be submitted on company letterhead. The invoice shall include the name and address of Offeror, as well as signature and title of the person who prepared/submitted the invoice.
- The invoice must include the PO number.
- The official invoice shall be submitted to the Energy Commission's Accounting Office:

California Energy Commission

Attn: Accounting Office
1516 Ninth Street, MS-2
Sacramento, CA 95814-5512
(916) 654-4284

- Offeror must complete a Payee Data Record (Std. Form 204) and submit it to Contract Manager upon award, at least 15 days prior to submittal of the first invoice.
- The Final Invoice will be considered acceptable when the Energy Commission determines that the invoices for this contract accurately account for all work performed on the contract without any internal inconsistencies, discrepancies, or unbilled periods. Any inconsistencies or omissions present in any invoices must be corrected before the final invoice will be considered acceptable.

5. Department Provisions:

- The Energy Commission will provide sufficient access to appropriate levels of staff, subject matter experts or other users, and management as required to facilitate the performance of tasks and preparation of consulting deliverables.
- For Offeror, the Energy Commission will provide access to desk space, copier machine, facsimile machine, and workstation for the duration of this contract. The workstation will contain the image, tools, and software licenses necessary to fulfill the requirements of this contract. If Offeror chooses to use his/her own computer, then the Offeror must obtain ITSB approval and strictly conform to the security policies and procedures used by ITSB. Offeror must have valid licenses for the required software.
- Contract Manager to provide feedback to Offeror in a timely manner, with time frame to be defined by Contract Manager in consultation with Offeror.

6. Amendments:

- At the State's sole discretion, the purchase order may be extended for time or time and money and/or additional deliverables and may be amended consistent with the terms and conditions of the original contract.
- In no event, however, will the total cost exceed the CMAS Information Technology Goods and Services dollar maximum threshold maximum of \$500,000 including all amendments.

STATE OF CALIFORNIA

STATE ENERGY RESOURCES
CONSERVATION AND DEVELOPMENT COMMISSION

RESOLUTION - RE: SUN SIERRA SOFTWARE, INC. PURCHASE ORDER

RESOLVED, that the State Energy Resources Conservation and Development Commission (Energy Commission) approves a purchase order with **Sun Sierra Software**, Inc., for \$75,000.00 of ERPA funds to provide ongoing software support and maintenance to the Energy Consumption Data Management System; and

FURTHER BE IT RESOLVED, that this document authorizes the Executive Director to 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 a Resolution duly and regularly adopted at a meeting of the California Energy Commission held on May 10, 2017.

AYE: Weisenmiller, Douglas, McAllister, Hochschild, Scott

NAY: None

ABSENT: None

ABSTAIN: None

Cody Goldthrite
Secretariat