



STATE OF CALIFORNIA

CONTRACT REQUEST FORM (CRF)

CEC-94 (Revised 11/2019)

CALIFORNIA ENERGY COMMISSION

A) New Agreement #: 400-19-001

B) Division: Efficiency

Phone: 916-654-5153

**Agreement Manager: Marites Antonio
MS:23**

C) Contractor's Legal Name: Digital Energy, Inc.

Federal ID #:77-0543869

D) Title of Project:

Technical Assistance to Bright Schools and Energy Partnership Programs

E) Term Start Date: 1/31/2020 Term End Date: 1/31/2023 Amount: \$2,100,000

F) Business Meeting Information

Executive Director Approval: N/A

Proposed Business Meeting Date: 1/22/2020

Business Meeting Presenter Marites Antonio Time Needed: 5 minutes

Please select one list serve. Efficiency

Agenda Item Subject and Description:

DIGITAL ENERGY, INC. Proposed resolution approving Agreement 400-19-001 with Digital Energy, Inc. for a \$2,100,000 contract to assist and support the Bright Schools and Energy Partnership Programs. These programs promote implementation of energy efficiency and renewable generation measures in existing facilities by providing technical assistance services such as energy audits to public agencies. (ECOA Funding) Contact: Marites Antonio (Staff Presentation: 5 minutes)

G) California Environmental Quality Act (CEQA) Compliance

1. Is Agreement considered a "Project" under CEQA?

☐ Yes (skip to question 2) ☒ No (complete the following (PRC 21065 and 14 CCR 15378)):

Explain why Agreement is not considered a "Project":

Agreement will not cause direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment because the contract involves technical assistance services to public agencies promoting energy efficiency and conservation measures in existing facilities to reduce greenhouse gas emissions. The outcome of the contract are surveys of public buildings and reports analyzing opportunities to implement energy efficiency, conservation, and renewable generation measures.

2. If Agreement is considered a "Project" under CEQA:

a) ☐ Agreement **IS** exempt.

☐ Statutory Exemption. List PRC and/or CCR section number:

☐ Categorical Exemption. List CCR section number:

☐ Common Sense Exemption. 14 CCR 15061 (b) (3) Explain reason why Agreement is exempt under the above section:

b) ☐ Agreement **IS NOT** exempt. (consult with the legal office to determine next steps)



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Check all that apply

- ☐ Initial Study
- ☐ Negative Declaration
- ☐ Mitigated Negative Declaration
- ☐ Environmental Impact Report
- ☐ Statement of Overriding Considerations

H) List all subcontractors (major and minor) and equipment vendors: (attach additional sheets as necessary)

Legal Company Name:	Budget
Servidyne Systems, LLC	N/A
Kuhn & Kuhn	N/A
Water Works Engineers, LLC	N/A
TPB Solutions, Inc	N/A

I) List all key partners: (attach additional sheets as necessary)

Legal Company Name:
None

J) Budget Information

Funding Source	Funding Year of Appropriation	Budget List Number	Amount
ECAA	FY19/20	BL#401.007T	\$ 940,000
ECAA	FY 20/21	BL#401.007T	\$1,160,000

R&D Program Area: Select Program Area

TOTAL: \$2,100,000

Explanation for "Other" selection

Reimbursement Contract #:

Federal Agreement #:

K) Contractor's Contact Information

1. Contractor's Administrator/Officer

Name: Jairam Agaram
 Address: 555 Main St., Ste 230
 City, State, Zip: Thousand Oaks, CA 91360
 Phone: 805-374-1777
 E-Mail: jagaram@digitalenergy.com

2. Contractor's Project Manager

Name: Jairam Agaram
 Address: 555 Main St., Ste 230
 City, State, Zip: Thousand Oaks, CA 91360
 Phone: 805-374-1779
 E-Mail: jagaram@digitalenergy.com

**CONTRACT REQUEST FORM (CRF)****L) Selection Process Used**

- ☒ Solicitation #: RFQ-18-402 # of Bids: 8 Low Bid ☐ No ☐ Yes
☐ Non Competitive Bid (*Attach DGS-GSPD-09-007 <https://www.dgs.ca.gov/PD/Forms>*)
☐ 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?

If yes, check appropriate box(es): ☒ 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:

Contractor has specialized energy auditing expertise required to perform detailed analyses and computer simulation modeling to determine feasibility of energy efficiency, conservation, and renewable generation measures in existing facilities. Example measures include, retrofit and/or replacement of building envelope (fenestration, insulation, cool roof) and complex energy-using systems, such as: heating, ventilation, and air conditioning equipment; building management controls; lighting and mechanical systems; and distributed generation. Contractor's expertise also includes professional engineering services required to prepare equipment performance specifications, conduct monitoring and verification, provide field assistance, and prepare assessments of vendor proposals or new technologies.

**CONTRACT REQUEST FORM (CRF)****Payment Method**

1. ☒ Reimbursement in arrears based on:
☒ Itemized Monthly ☐ Itemized Quarterly ☐ Flat Rate ☐ One-time
2. ☐ Advanced Payment
3. ☐ Other, explain:

P) Retention

Is Agreement subject to retention? Yes

If Yes, Will retention be released prior to Agreement termination? Yes

Q) Justification of Rates

This contract was developed through a Request for Qualifications (RFQ) process which requires a reasonable rate survey. Staff conducted a survey of five similar companies' hourly rates to determine reasonable costs. The survey results were used by staff to negotiate rates with the contractor.

R) Disabled Veteran Business Enterprise Program (DVBE)

1. ☐ Exempt (Interagency/Other Government Entity)
2. ☒ Meets DVBE Requirements DVBE Amount:\$ DVBE %: 5
 - a. ☐ Contractor is Certified DVBE
 - b. ☒ Contractor is Subcontracting with a DVBE: TPB Solutions, Inc.
3. ☐ Contractor selected through CMAS or MSA with no DVBE participation
4. ☐ Requesting DVBE Exemption (attach CEC 95)

S) Miscellaneous Agreement Information

1. Will there be Work Authorizations? Yes
2. Is the Contractor providing confidential information? No
3. Is the Contractor going to purchase equipment? No
4. Check frequency of progress reports Progress reports to be provided monthly
5. Will a final report be required? Yes
6. Is the Agreement, with amendments, longer than three years? If yes, why? No

T) The following items should be attached to this CRF (as applicable)

1. Exhibit A, Scope of Work -Attached
2. Exhibit B, Budget Detail -Attached
3. DGS-GSPD-09-007, NCB Request -N/A
4. CEC 95, DVBE Exemption Request-NA
5. CEQA Documentation-N/A
6. Resumes-Attached
7. CEC 105, Questionnaire for Identifying Conflicts-Attached

Agreement Manager

Date

Office Manager

Date

Deputy Director

Date

EXHIBIT A

SCOPE OF WORK

PURPOSE

The purpose of this Agreement is to provide engineering services to assist and support the California Energy Commission (CEC) Technical Assistance Programs: Bright Schools Program (BSP) and Energy Partnership Program (EPP). The BSP provides technical assistance to entities such as K-12 public schools and the EPP provides technical assistance to public entities such as cities, counties and public colleges, seeking to install energy efficiency measures and clean onsite self-generation projects within existing facilities. Some entities may also be able to seek assistance with facility designs review on new construction. For purposes of this Agreement, "BSP/EPP Applicant" refers to entities that apply to the BSP or EPP Program and Contractor will provide services to under this Agreement.

The Contractor will support modernization, deferred maintenance, and retrofit opportunities by providing engineering services and expertise in conducting facility energy audits, preparing technical reports, identifying and evaluating cost-effective energy efficiency measures, load-shifting projects, and clean onsite self-generation opportunities for existing public buildings. For new construction, the Contractor will provide facility design review and computer simulations, recommending cost-effective alternatives to increase energy efficiency, reduce energy cost, and/or use renewable resources.

ACRONYMS/GLOSSARY

ACRONYMS/TERMS	DEFINITION
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers
ASHRAE Level 1 Energy Audit	Walk-through survey identifying low-cost/no-cost measures for improving energy efficiency. Provides a list of potential capital improvements for further consideration. Calculations are minimal.
ASHRAE Level 2 Energy Audit	Energy survey and analysis involving a detailed energy survey. It identifies and provides the savings and cost analyses of energy efficiency measures and proposed changes to operation and maintenance procedures. This level of analysis will provide adequate information to implement recommendations.
BSP/EPP applicant	Entities that apply to the Bright Schools Program (BSP) or Energy Partnership Program (EPP)
CAM	Commission Agreement Manager
CEC	California Energy Commission
HVAC	Heating, Ventilating and Air Conditioning

WORK AUTHORIZATIONS

This is a Work Authorization Agreement and no work shall be undertaken unless authorized by the CEC through a specific written document called a Work Authorization. The Commission Agreement Manager (CAM) for this contract will prepare and issue the written Work Authorizations that define the scope of work, the schedule of deliverables and the project budget.

The Prime Contractor shall make work assignments to team members based on their relative expertise, project workload, and CEC concurrence on final selection of the team member for each work authorization. Technical assistance is capped at \$20,000 per work authorization. The CEC reserves the right to decrease or increase the cap as needed. If the BSP/EPP applicant receiving services from the Contractor desires services greater than the cap, the BSP/EPP applicant is responsible for payment to the Contractor directly for the amount exceeding the cap.

No WORK GUARANTEE

The CEC does not guarantee any minimum or maximum amount of work to the prime Contractor or any Subcontractor under the Agreement. The CEC makes no guarantee that any or all of the funds will be assigned in any given year or that any or all members of the team, including the Prime Contractor, will be assigned work.

Primary Tasks

The major categories of work are divided into the following tasks:

Task	Description of Task
1	Agreement Management
2	Evaluate Energy Efficiency Opportunities in Existing Facilities
3	Evaluate Opportunities for Cogeneration, Distributive Generation, Renewable Energy Systems, Thermal, and Battery Energy Storage
4	Evaluate Energy Efficiency Opportunities in Water & Wastewater Treatment Facilities
5	Provide Support for New Construction Projects
6	Provide Professional Engineering Support Services

TASK 1 – AGREEMENT MANAGEMENT

The Contractor's responsibilities under this task include, but are not limited, to the following:

Task 1.1 Kick-off Meeting

The goal of this task is to establish the lines of communication and procedures for implementing this Agreement.

The Contractor shall:

- Attend a "kick-off" meeting with the CAM, the Contracts Officer, and a representative of the Accounting Office. The meeting will be held via WebEx or teleconference. and the CAM will designate the specific location. The Contractor shall include its Project Manager, Contracts Administrator, Accounting Officer, and others designated by the CAM in this meeting. The administrative and technical aspects of this Agreement will be discussed at the meeting.
- Prepare a one page summary of the kick-off meeting discussion.

The CAM shall:

- Arrange the meeting including scheduling the date and time.
- Provide an agenda to all potential meeting participants prior to the WebEx or teleconference kick-off meeting.

Contractor Deliverables:

- Kick-off meeting summary.

Task 1.2 Program Meetings and Briefings

The goal of this task is to maintain the lines of communication and provide program updates.

The Contractor and Subcontractors shall:

- At the request of the CEC's CAM, be available for WebEx or teleconference meetings or to provide written and/or verbal program briefings to the CEC staff or others. The cost of meetings with BSP/EPP applicants will be included in each Work Authorization. The cost of meetings requested specifically by the Contractor shall be borne solely by the Contractor. The CEC expects to hold no more than one (1) program briefing meeting per quarter.

Task 1.3 Invoices

The goal of this task is to ensure timely accounting of contract expenses.

The Contractor shall:

- Prepare a monthly invoice for all contract expenses performed for assigned Work Authorizations. An advance copy of the invoice shall be sent electronically to the CAM to ensure that all records are included and the invoice is for authorized work. The hard copy official invoice shall be submitted to the CEC Accounting Office. The CEC's CAM will specify the invoice format.

Deliverables:

- Monthly invoices

Task 1.4 Management of Work Authorizations

The goal of this task is to facilitate the preparation of Work Authorizations.

The Contractor shall:

- At the direction of the CAM, assist the Energy Commission in preparing the Work Authorizations, which define the scope of work, the schedule of deliverables and the project(s) budget.

Task 1.5 Manage Subcontractors

The goal of this task is to ensure quality products, to enforce Subcontractor Agreement provisions, and in the event of failure of the Subcontractor to satisfactorily perform services, recommend solutions to resolve the problem.

The Contractor shall, on an ongoing basis, perform the following tasks:

- Prepare and issue contract agreements with Subcontractors that include all required provisions contained in the contract between the CEC and the Contractor;
- Respond within a five business days to information requests or direction from the Energy Commission's CAM;
- Coordinate availability of Subcontractors to meet needs of CEC staff;
- Require Subcontractors, via a contract, to provide invoices that correctly identify personnel, actual hourly rates and direct expenses charged to each work authorization and provide back-up documentation for expenses; and
- Maintain a current contract spreadsheet capable of tracking Subcontractor and Contractor work activity, Subcontractor and Contractor invoice activity, and the status of Work Authorizations.

Task 1.6 Progress Reports

The goal of this task is to periodically verify that satisfactory and continued progress is made towards achieving the objectives of this Agreement.

The Contractor shall:

- Prepare a monthly progress report that summarizes all activities conducted by the Contractor. This report shall include a summary of contract expenditures to date. The monthly progress report is due to the CEC CAM within 15 calendar days after the end of the month. The CEC's CAM will specify the report format and the number of copies to be submitted. All monthly progress reports shall coincide with the invoice period.

Deliverables:

- Monthly Progress Reports

Task 1.7 Final Report

The goal of this task is to prepare a written Final Report that describes the original purpose, approach, results and conclusions of the work completed under this Agreement. The Final Report shall be prepared in language easily understood by the public or layperson with a limited technical background.

The Final Report shall be a public document.

The Contractor shall:

- Provide a draft and final report using the CEC latest Style Manual. A draft Final Report is due three months before the end of the contract. The Final Report is due no later than 15 days before the end of the contract. The Final Report shall include a summary of:
 - ♦ The effectiveness of this contract in meeting the objectives of the program;
 - ♦ The work accomplishments of the Contractor; and
 - ♦ Future activities recommended to increase the effectiveness of the program and this contract.
- Submit the draft Final Report to the CAM for review and comment. The CAM will provide written comments to the Contractor. The Contractor shall review the comments and discuss any problematic recommended changes with the CAM, incorporating CAM comments.
- Once agreement has been reached on the draft, the Contractor shall prepare and submit the Final Report.

Deliverables:

- Draft Report
- Final Report

Task 1.8 Final Meeting

The goal of this task is to discuss closeout of this Agreement and review the project.

The Contractor shall:

- Meet with CEC staff prior to the term end date of this Agreement. The meeting will be held via WebEx or teleconference. This meeting will be attended by the Contractor Project Manager and the CAM. The CAM will determine any additional appropriate meeting participants. The administrative and technical aspects of Agreement closeout will be discussed at the meeting.
- Present findings, conclusions, and recommended next steps (if any) for the Agreement based on the information included in the Final Report.
- Prepare a written document of meeting agreements and unresolved activities.
- Prepare a schedule for completing the closeout activities for this Agreement, based on determinations made within the meeting

Deliverables:

- Written documentation of meeting agreements.
- Schedule for completing closeout activities, if any.

TASK 2 – EVALUATE ENERGY EFFICIENCY OPPORTUNITIES IN EXISTING FACILITIES

Contractor shall conduct facility energy audits and prepare technical reports identifying energy efficiency measures and onsite renewable self-generation opportunities in BSP/EPP a-ppllicant's facilities as assigned. **Technical report recommendation may include geothermal heating and cooling system evaluation and analysis if shown to be cost-effective.** For each energy audit project assignment, a U.S. registered Professional Engineer must sign for the validity of the report recommendations. Depending on the nature of the project, the CEC CAM may require a U.S. registered Professional Engineer also be on-site during data collection.

One or more of the following three energy audits shall be conducted:

- **Preliminary Assessment:** A screening audit equivalent to an American Society of Heating, Refrigerating and Air Conditioning Engineers (ASHRAE) Level 1 energy audit of a facility(ies) to identify areas of energy waste or inefficiency. This type of audit involves interviews with site operating personnel, a review of the latest fiscal year's utility data and other operating data, and a walk-through survey of the facility(ies). The result of the preliminary assessment will be a list of potential operations and maintenance (O&M) and energy efficiency measures with suggestions for project prioritization. Unless otherwise specified in the Work Authorization, the CEC shall require that a preliminary assessment be prepared according to procedures and standards for a Level 1 energy audit as defined by the ASHRAE publication *Procedures for Commercial Energy Audits*, Second Edition.
- **Comprehensive Study:** A comprehensive study analyzes all major energy-using systems and contains recommendations for O&M improvements and cost-effective energy efficiency projects. A comprehensive study is a good choice for those who have implemented few or no energy savings projects. This study serves as an energy management tool to assist in future facility(ies) planning

decisions. When preparing the comprehensive study, the Contractor shall ensure that savings are not double-counted from one project to another. A comprehensive study is equivalent to an ASHRAE Level 2 energy audit study and includes a detailed analysis of all energy efficiency opportunities within the facility, detailed project cost estimate, energy saving calculations, and economic evaluation – including life cycle cost analysis. Unless otherwise specified in the Work Authorization, the CEC shall require that a comprehensive study be prepared using the CEC's Energy Study Final Report Template and according to procedures and standards for a Level 2 energy audit as defined by the ASHRAE publication *Procedures for Commercial Building Energy Audits*, Second Edition. The recommendations must conform to the *2019 Building Energy Efficiency Standards* (Energy Standards), California Code of Regulations, Title 24, Parts 1 and 6.

- **Targeted Study:** A targeted study analyzes only specific projects. A targeted study may be appropriate where a BSP/EPP applicant has recently installed energy-saving projects and wants to focus on areas not yet analyzed. A targeted study shall include detailed analysis of the project(s), detailed project cost estimate(s), energy saving calculations, and calculations, and economic evaluation – including life cycle cost analysis. When conducting targeted studies, the Contractor shall consider the impacts that a recommended project would have on future project installations. For instance, if an energy generation project is installed, that project could adversely affect the economics of installing future energy saving measures. The reason for the impact is because the energy generation project may require a minimum electrical or thermal load to be economically feasible. Subsequent installation of a load reducing project could impact the economic viability of the energy generation project. Unless otherwise specified in the Work Authorization, the CEC shall require that a targeted study be prepared using the CEC's Energy Study Final Report Template and according to procedures and methods for a Targeted energy audit as defined by the ASHRAE publication *Procedures for Commercial Building Energy Audits*, Second Edition. The recommendations must conform to the 2019 Energy Standards, California Code of Regulations, Title 24, Parts 1 and 6.

Deliverables and Due Dates:

All work assignments will be made through specific Work Authorizations and will identify the schedule of deliverables. Typically, draft reports are due approximately six weeks after the initial site visit and final reports are due approximately two weeks after the draft reports. The CEC's CAM will specify the number of required copies. Hardcopy and/or electronic copy on USB memory stick shall be requested. These copies shall be due to the CAM according to the Work Authorization schedule.

TASK 3 – EVALUATE OPPORTUNITIES FOR COGENERATION, DISTRIBUTIVE GENERATION, ONSITE RENEWABLE SELF-GENERATION, THERMAL AND BATTERY ENERGY STORAGE

The Contractor shall evaluate the technical and economic feasibility of installing a cogeneration, distributed generation, onsite renewable self-generation systems, thermal or battery storage system for BSP/EPP applicant facilities. Depending on the nature of the project, the CEC's CAM will require a U.S. registered Professional Engineer be on-site during data collection and approve the final report. The Contractor shall determine the cost- effectiveness of recommended projects using, at a minimum, simple payback calculations, and life cycle cost analysis.

Unless otherwise specified in the Work Authorization, the CEC shall require the feasibility studies be prepared using the CEC's Energy Study Final Report Template and according to procedures and standards for a Level 2 energy audit as defined by the ASHRAE publication *Procedures for Commercial Building Energy Audits*, Second Edition.

Deliverables and Due Dates:

All work assignments will be made through specific Work Authorizations and will identify the schedule of deliverables. Typically, draft reports are due approximately six weeks after the initial site visit and final reports are due approximately two weeks after the draft reports. The CEC's CAM will specify the number of required copies. Hardcopy and/or electronic copy on USB memory stick shall be requested. These copies shall be due to the CAM according to the work authorization schedule.

TASK 4 – EVALUATE ENERGY EFFICIENCY OPPORTUNITIES IN WATER AND WASTEWATER TREATMENT FACILITIES

The Contractor shall evaluate energy efficiency opportunities including on-site energy generation in water and wastewater treatment facilities of BSP/EPP applicants. Depending on the nature of the project, the CEC's CAM may require that a U.S. registered Professional Engineer be on-site during data collection and approve the final study or report. The Contractor may be asked to evaluate project cost-effectiveness using CEC financing and utility/third party incentives. The report will either be comprehensive or technology specific.

Deliverables and due dates:

All work assignments will be made through specific Work Authorizations and will identify the schedule of deliverables. Typically, draft reports are due approximately six weeks after the initial site visit and final reports are due approximately two weeks after the draft reports. The CEC's CAM will specify the number of required copies. Hardcopy and/or electronic copy on USB memory stick shall be requested. These copies shall be due to the CAM according to the Work Authorization schedule.

TASK 5 – PROVIDE SUPPORT FOR NEW CONSTRUCTION PROJECTS

The Contractor shall review and evaluate new public facility designs, including developing and/or evaluating building computer simulations, and recommending cost-effective design alternatives to increase building energy efficiency. Assist BSP/EPP applicants to exceed the 2019 Energy Standards) and/or the Appliance Efficiency Standards (Title 20) by identifying cost-effective measures.

Typically, the Contractor will be asked to advise the BSP/EPP applicant or BSP/EPP's architect and engineers on energy efficient design alternatives including developing life cycle cost comparisons of alternatives. This may include:

- Review and make recommendations on lighting systems, daylighting opportunities, or design layouts.
- Review and make recommendations on building orientation, envelope features including energy optimized insulation and fenestration.
- Review and make recommendations on heating, ventilation, and air conditioning (HVAC) systems and energy management controls including identification of load shifting opportunities.
- Development of baseline and proposed building simulation models.
- Estimating incremental cost for alternatives and developing cost-benefit analysis.
- Evaluate and analyze the technical and economic feasibility of using energy and resource efficient building materials on public facilities. Energy and resource efficient building materials include use of recycled materials, those with low embodied energy, and those that can reduce waste generation at the construction/demolition site.
- Evaluate the costs and benefits of the recommendations using life cycle cost analysis or other methods, as determined by the CEC's CAM

Deliverables and due dates:

All work assignments will be made through specific Work Authorizations and will identify the schedule of deliverables. Typically, draft reports are due approximately six weeks after the initial site visit and final reports are due approximately two weeks after the draft reports. The CEC's CAM will specify the number of required copies. Hardcopy and/or electronic copy on USB memory stick shall be requested. These copies shall be due to the CAM according to the work authorization schedule.

TASK 6– PROVIDE PROFESSIONAL ENGINEERING SUPPORT SERVICES

The Contractor shall provide engineering support for special projects, as assigned by the CAM, to achieve the objectives of the BSP/EPP. Examples include, but are not limited to:

- Performance Specifications. Assist eligible BSP/EPP applicants in their

energy efficiency contract processes by preparing performance specifications.

- Evaluation of Proposals. Perform independent review of energy project proposals, designs, and other special projects. Examples of proposals include, but are not limited to, energy service company proposals and power purchase agreements.
- Monitoring and Verification. Perform independent monitoring and verification of energy projects to determine baseline energy use and energy use after project installation. The purpose is to compare “actual” energy savings with those identified in the energy study or report. The Contractor may be asked to provide project troubleshooting, pump testing, and/or monitoring and verification tools.
- Utility Tariffs Analysis. Review current utility tariffs and determine whether the public agency could benefit by changing tariffs based on the recommended projects. The Contractor shall be assigned to review the current tariffs, and evaluate the impacts of CPUC regulations, especially for power generation projects. Also, the Contractor may be assigned to evaluate the impact of current/planned demand side management, demand response, and distributed generation incentives and their impact on project feasibility.
- Technology Assessment. Evaluate new technologies for energy savings potential. Services may include monitoring and verification to determine whether manufacturers’ claims of energy savings potential can be supported.
- Commissioning. Recommend building and/or equipment commissioning procedures and assist in oversight inspection and commissioning of installed energy efficiency or energy related projects. Commissioning services could include:
 - Help in developing a commissioning plan for a specific building; or
 - Reviewing and commenting on the adequacy of the commissioning protocols proposed by a design team for an entire building or energy system.

Deliverables and Due Dates:

All work assignments will be made through specific Work Authorizations and will identify the schedule of deliverables. Typically, draft reports are due approximately six weeks after the initial site visit and final reports are due approximately two weeks after the draft reports. The CEC’s CAM will specify the number of required copies. Hardcopy and/or electronic copy on USB memory stick shall be requested. These copies are due to the CAM according to the Work Authorization schedule.

STATE OF CALIFORNIA

**STATE ENERGY RESOURCES
CONSERVATION AND DEVELOPMENT COMMISSION**

RESOLUTION - RE: DIGITAL ENERGY, INC.

RESOLVED, that the State Energy Resources Conservation and Development Commission (CEC) adopts the staff CEQA findings contained in the Agreement or Amendment Request Form (as applicable); and

RESOLVED, that the CEC approves Agreement 400-19-001 with Digital Energy, Inc. for a \$2,100,000 contract to assist and support the Bright Schools and Energy Partnership Programs. These programs promote implementation of energy efficiency and renewable generation measures in existing facilities by providing technical assistance services such as energy audits to public agencies; and

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

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 CEC held on January 22, 2020.

AYE:

NAY:

ABSENT:

ABSTAIN:

Cody Goldthrite
Secretariat