



STATE OF CALIFORNIA

CONTRACT REQUEST FORM (CRF)

CEC-94 (Revised 12/2019)

CALIFORNIA ENERGY COMMISSION

A) New Agreement # MOU-20-001 (to be completed by CGL office)

B) Division	Agreement Manager:	MS-	Phone
ERDD	Mike Gravely	51	(916) 704-4339

C) Contractor's Legal Name	Federal ID Number
National Technology & Engineering Solutions of Sandia, LLC	85-0097942

D) Title of Project
Memorandum of Understanding for Electric Energy Storage Demonstration and Testing Projects in California

E) Term and Amount

Start Date	End Date	Amount
2/20/2021	2/20/2026	\$ 0

F) Business Meeting Information

☐ Operational agreement (see CAM Manual for list) to be approved by Executive Director

☐ ARFVTP agreements \$75K and under delegated to Executive Director

Proposed Business Meeting Date 2/10/2021 ☐ Consent ☒ Discussion

Business Meeting Presenter Mike Gravely Time Needed: 5 minutes

Please select one list serve. Select

Agenda Item Subject and Description:**Sandia National Laboratories**

Proposed resolution approving a zero-cost Memorandum of Understanding (MOU) 20-001 between the California Energy Commission (CEC) and National Technology & Engineering Solutions of Sandia, LLC, (Sandia National Laboratories) to work cooperatively to advance energy storage technologies through energy storage research and development activities. At the request of the CEC, Sandia National Laboratories will provide the CEC with energy storage technical expertise to assist with implementing the Electric Program Investment Charge (EPIC). The MOU establishes a framework for how the CEC and Sandia National Laboratories will coordinate to advance energy storage technologies while also maintaining the competitiveness of EPIC.

Contact: Mike Gravely (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 this MOU is limited to information sharing and planning and coordination to advance energy storage technologies through energy storage research and development. Actual energy storage related projects are not funded or approved through this MOU.

**CONTRACT REQUEST FORM (CRF)****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)

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
	\$

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

Legal Company Name:

J) Budget Information

Funding Source	Funding Year of Appropriation	Budget List Number	Amount
			\$

R&D Program Area: ESRO: ETSI

TOTAL: \$0

Explanation for "Other" selection

Reimbursement Contract #: Federal Agreement #:

K) Contractor's Contact Information**1. Contractor's Administrator/Officer**

Name: Sharon Ruiz
Address: P/O Box 5800 MS-1108
City, State, Zip: Albuquerque, NM 87048
Phone: (505) 844-2518
E-Mail: saruiz@sandia.gov

2. Contractor's Project Manager

Name: Daniel Borneo
Address: P/O Box 5800 MS-1108
City, State, Zip: Albuquerque, NM 87048
Phone: (505) 263-0363
E-Mail: drborne@sandia.gov



CONTRACT REQUEST FORM (CRF)

L) Selection Process Used

- ☐ Solicitation Select Type Solicitation #: N/A # of Bids: Low Bid ☐ No ☐ Yes
- ☐ Non-Competitive Bid (Attach DGS-GSPD-09-007 <https://www.dgs.ca.gov/PD/Forms>)
- ☒ Exempt: N/A-MOU

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 to Government Code 19130 for personal services (Agreement is a membership, co-sponsorship, MOU, or is with a CA State Entity)
- ☐ 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:

N/A- this is an MOU and not a personal services contract and therefore is not subject to Government Code 19130.

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

1. ☐ Reimbursement in arrears based on:
 - ☐ Itemized Monthly ☐ Itemized Quarterly ☐ Flat Rate ☐ One-time
2. ☐ Advanced Payment
3. ☒ Other, explain: N/A – this is a no-cost MOU.

Q) Retention

Is Agreement subject to retention? ☐ No ☐ Yes

If Yes, Will retention be released prior to Agreement termination? ☐ No ☐ Yes

R) Justification of Rates

N/A

S) Disabled Veteran Business Enterprise Program (DVBE)

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

T) Miscellaneous Agreement Information

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

The Department of General Services has agreed to give the Commission blanket authority to execute multi-year contracts to support the Commission's RD&D Programs. Additionally, long term information and coordination is best to meet the MOU's goal of cooperation to advance energy storage technologies.

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

- | | | |
|---|---|--|
| 1. Exhibit A, Scope of Work | <input type="checkbox"/> N/A | <input checked="" type="checkbox"/> Attached |
| 2. Exhibit B, Budget Detail | <input checked="" type="checkbox"/> N/A | <input type="checkbox"/> Attached |
| 3. DGS-GSPD-09-007, NCB Request | <input checked="" type="checkbox"/> N/A | <input type="checkbox"/> Attached |
| 4. CEC 95, DVBE Exemption Request | <input checked="" type="checkbox"/> N/A | <input type="checkbox"/> Attached |
| 5. CEQA Documentation | <input checked="" type="checkbox"/> N/A | <input type="checkbox"/> Attached |
| 6. Resumes | <input checked="" type="checkbox"/> N/A | <input type="checkbox"/> Attached |
| 7. CEC 105, Questionnaire for Identifying Conflicts | | <input checked="" type="checkbox"/> Attached |



STATE OF CALIFORNIA
CONTRACT REQUEST FORM (CRF)
CEC-94 (Revised 12/2019)

CALIFORNIA ENERGY COMMISSION

Agreement Manager

Date

Office Manager

Date

Deputy Director

Date

MEMORANDUM OF UNDERSTANDING
between
National Technology & Engineering Solutions of Sandia, LLC
and
the California Energy Commission

SUBJECT: Cooperation on Electric Energy Storage (ES) demonstrations, testing and analysis work resulting from the California Energy Commission's (CEC's) Electric Program Investment Charge (EPIC).

INTRODUCTION

National Technology & Engineering Solutions of Sandia, LLC (NTESS), a limited liability company operating under the laws of the state of Delaware, manages and operates Sandia National Laboratories (SNL) pursuant to Contract No. DE-NA0003525 with the National Nuclear Security Administration of the United States Department of Energy (NNSA/DOE). The State Energy Resources Conservation and Development Commission (California Energy Commission or CEC) was created in 1974, through the Warren-Alquist State Energy Resources Conservation and Development Act, and is California's principle energy policy and planning agency. Collectively, NTESS and the CEC are the Parties; individually, each is a Party.

- (a) Background. Established by the Legislature in 1974 and located in Sacramento, seven core responsibilities guide the CEC as it sets California energy policy:
- i. Forecasting future energy needs;
 - ii. Promoting energy efficiency and conservation by setting the state's appliance and building energy efficiency standards;
 - iii. Supporting energy research that advances energy science and technology through research, development and demonstration projects;
 - iv. Developing renewable energy resources;
 - v. Advancing alternative and renewable transportation fuels and technologies;
 - vi. Certifying thermal power plants 50 megawatts and larger;
 - vii. Planning for and directing state response to energy emergencies.

California has one of the most ambitious renewable energy standards in the country. Senate Bill 100 (de Leon, 2018) requires electricity retailers in California to procure 60 percent of their electricity from eligible renewable energy resources by 2030 and requires all the state's electricity to come from carbon-free resources by 2045.

Recognizing the important role ES will play as California incorporates a large proportion of intermittent renewable energy onto the electric grid, the California Legislature passed and the Governor signed Assembly Bill 2514 (Skinner, Chapter 469, Statutes of 2010), which required ES procurement targets to be established for electric utilities in California. The California Public Utilities Commission (CPUC) established a target of 1.3 gigawatts (GWs) of total ES for the three Investor Owned Utilities (IOUs) – PG&E, SCE, and SDG&E - by 2020.

The CEC's Research and Development division has awarded ES demonstration projects in the past, and currently under the EPIC program has over a dozen ES technology related demonstrations active in the field. Through EPIC the CEC has access to information on many new and existing ES technologies and how they can be applied to the electric grid. This information is very valuable to further NTESS's ES research and development goals.

NTESS is recognized as experts in the stationary ES industry. NTESS has a wealth of experience with ES technologies and ES system development, along with involvement in ES installation projects around the world. NTESS uses this knowledge base to support both private and public partners in an effort to grow the ES industry.

NTESS and the CEC have collaborated for approximately 15 years. Going forward, NTESS intends to support CEC efforts in the ES realm.

- (b) Purpose. This Memorandum of Understanding (MOU) documents the relationship between the Parties, encourages information sharing, and facilitates planning of ES-related projects and activities between the Parties. Each Party intends to contribute to this effort through the appropriate means that includes, but is not limited to program and project coordination, information sharing of other relevant expertise, and program and project management of implementation elements defined in this MOU.

This MOU is not a DOE Reimbursable Agreement, Cooperative Research and Development Agreement, or procurement. This MOU is non-exclusive in nature and does not place any restrictions upon either Party to enter into MOUs with other entities.

- (c) Authority. This MOU is established under the terms and conditions of the prime contract for the operation of SNL by NTESS. The authority for the CEC to act is based on the Warren-Alquist Act (California Public Resources Code Section 25000 et seq.).
- (d) Policy. The general policy areas of cooperation and joint activities include review and support of planned and completed CEC projects, and specific installations consistent with the mission for advanced research and development, deployment, demonstration, and testing of reliable and resilient ES devices, equipment, facilities or systems.

MANAGEMENT AND PROGRAM GUIDELINES.

The CEC, through its EPIC Program, intends to:

- (a) Seek Projects. CEC staff will undertake the steps necessary and appropriate to competitively solicit ES projects for funding.
- (b) Review Applications to Solicited ES Proposals and Select Proposals for an Award. The applications will be received by CEC staff and CEC staff will manage the responsibilities associated with the screening and selection of award recipients.
- (c) Be Responsible for Developing and Maintaining Awards. CEC staff will complete all the activities required to make an award and enter into an agreement with individual award recipients.
- (d) Fund Selected Research and Demonstration Projects. The CEC's EPIC Program will fund selected ES research and demonstration projects associated with an award that is approved at an CEC Business Meeting. This may include ES demonstrations that are part of a microgrid, community scale project, renewable integration technology demonstration, zero-net-energy project or other types of projects that may include ES as a component of a system being demonstrated.
- (e) Report on Project Status. CEC staff will monitor each award recipient's project progress and performance based on monthly and final report submissions.
- (f) Process Invoices and Review Progress Reports. CEC staff will review all invoices, project deliverables, and progress reports.
- (g) Coordinate Technology Transfer. CEC and award recipients will coordinate technology transfers activities of the ES research and demonstration projects with assistance from other organizations interested in public interest energy research.

NTESS, through its Electrical Energy Storage Demonstration and Testing Program (ES Program) intends to:

- (a) As requested by the CEC, and as time and available funding permits, assist in the technical review of ES technologies and solicitations. When requested, NTESS staff may provide assistance in reviewing applications and technologies in response to solicitations that are consistent with NTESS's ES Program.
- (b) Provide Technical Support. NTESS plans to provide technical support to the CEC. This support is to serve as a metric to evaluate ES projects, applications and technologies. NTESS intends to analyze operational data procured by CEC as part of the EPIC program. As time and funding permits, NTESS may review and/or attend project status meetings in Sacramento or at a location mutually agreed upon between the Parties.
- (c) Review Project Scopes, Schedules, Project Costs, Project Benefits Analyses and Reports. As workload allows, NTESS's technical staff in the ES Program plan to be available to review project scopes, proposed ES technologies, project schedules, project costs, project benefits analyses, and reports as requested by the CEC.

Funding Prohibition. This MOU shall not be used to obligate or commit funds or as the basis for the transfer of funds. This MOU does not commit any Party to take any actions; the actions of each Party are independent of the actions of the other Party. This MOU does not create a binding agreement; and is not enforceable in a court of law as a contract.

Management Arrangements. This MOU envisions direct communication between NTESS and CEC staff involved in managing the information to be exchanged.

- (1) This MOU is intended to broadly state the basic understandings of the parties and the tasks described herein. This is not a contract for the acquisition of supplies covered by the Federal Acquisition Regulations, DOE Acquisition Regulations, or California Law, and it is not a grant or cooperative agreement covered by the DOE Financial Assistance Regulations. This MOU does not preclude the CEC from entering into agreements for appropriate compensation with agencies of the Federal Government.
- (2) This MOU is intended to broadly facilitate information sharing. This MOU does not commit the Parties to sharing information, including data, that is confidential or proprietary or that is subject to applicable conflict of interest laws, orders, regulations, standards, and procedures. The Parties agree that they may mutually agree to share information, provided applicable conflict of interest laws, orders, regulations standards, and procedures are followed. This MOU does not commit either Party to enter into a non-disclosure agreement.
- (3) This MOU is neither a fiscal nor a funds obligation document. Nothing in this MOU authorizes or is intended to obligate the Parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value.
- (4) This MOU is strictly for internal management purposes for each of the parties. It is not legally enforceable and shall not be construed to create any legal rights or obligations on the part of either party. This MOU shall not be construed to provide a private right or cause of action for or by any person or entity.
- (5) Nothing herein is intended to create a common-law “partnership” with joint and several liabilities of either party for the acts or omissions of the other party.
- (6) Each Party is responsible for the costs of its participation in all activities contemplated in this MOU, unless specified in a separate writing.

ADMINISTRATION.

- (a) Patent and Technical Data. The CEC and NTESS shall retain exclusive right, title, and interest to their individual underlying technologies. Neither Party warrants that any information or technology disclosed to the other Party shall be merchantable or fit for a particular purpose or free of claims of infringement from third parties.

- (b) Release of Information. Production or release to news media, to the general public, or any third party regarding the existence, nature, purposes of this MOU shall require mutual written agreement of all Parties prior to its release. Neither party may use the other Party's names, logos, trademarks, service marks, trade names, or refer to participation of an employee of the other Party by name or title, in any public release of information without the other Party's express written consent.
- (c) Conditions for SNL Participation.
 - (1) It is understood that any work done or actions taken by NTESS must be in accordance with the terms and conditions of the prime contract between NTESS and the DOE for the operation of SNL; and must be in accordance with any successor contracts for the operation of SNL. In the case of any conflict between this MOU and the prime contract for the operation of SNL, the prime contract shall take precedence.
 - (2) It is further understood that NTESS is required by the DOE to include certain terms and conditions in all implementing agreements it enters into with third parties. To the extent applicable to this MOU, such terms and conditions shall be included in such implementing agreements.

IMPLEMENTING AGREEMENTS.

The details of the levels of support to be furnished to one organization by the other with respect to work being performed or funding will be developed in specific implementing agreements subject to availability of funds. Agreements or project plans that set forth specific arrangements for program implementation shall be separately developed and agreed to in implementing agreements facilitated by this MOU. Specific funding and tasking will be established under such implementing agreements. Appropriate patent and other intellectual property provisions shall be included in implementing agreements entered into by the Parties.

MISCELLANEOUS.

- (1) The terms of this MOU shall be governed by the laws of the State of California.
- (2) A Party may not transfer or assign its interest in this MOU without the previous written consent of all participants, except that NTESS may assign its rights or delegate its duties or obligations under this Agreement to another operator of Sandia National Laboratories by transfer of laboratory functions through the Department of Energy. Notwithstanding the above, any such attempt to transfer or assign shall be null and void.
- (3) Claims for damage of any nature whatsoever shall be limited to direct damages only.
- (4) This MOU is intended to document the relationship between the Parties without creating legally enforceable rights or obligations upon the Parties. All actions documented in this MOU are subject to available funding from DOE to NTESS, and subject to the availability of funds, technical resources, and personnel of the CEC, and no liability shall

be imposed upon a Party for failure to undertake any activity documented in this MOU. This MOU does not create a legally binding contract between the Parties.

- (5) This MOU is effective as of the date of the last signature below. This MOU shall remain in full force and effect for a period of five years from the date of the last signature. Either Party may withdraw from this MOU in its sole discretion upon thirty (30) days written notice to the other Party.

**NATIONAL TECHNOLOGY &
ENGINEERING SOLUTIONS OF
SANDIA, LLC**

California Energy Commission

By: _____
Andy McIlroy
Associate Labs Director
Integrated Security Solutions
Date: _____

By: _____
David Hochschild
Chair
Date: _____

STATE OF CALIFORNIA

**STATE ENERGY RESOURCES
CONSERVATION AND DEVELOPMENT COMMISSION**

**RESOLUTION - RE: NATIONAL TECHNOLOGY & ENGINEERING SOLUTIONS OF
SANDIA, LLC (SANDIA NATIONAL LABORATORIES)**

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 a zero-cost Memorandum of Understanding (MOU) 20-001 between the CEC and Sandia National Laboratories to work cooperatively to advance energy storage technologies through energy storage research and development activities. At the request of the CEC, Sandia National Laboratories will provide the CEC with energy storage technical expertise to assist with implementing EPIC. The MOU establishes a framework for how the CEC and Sandia National Laboratories will coordinate to advance energy storage technologies; and

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

CERTIFICATION

The undersigned Secretariat to the CEC 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 February 10, 2021.

AYE:

NAY:

ABSENT:

ABSTAIN:

Cody Goldthrite
Secretariat