



**California Energy Commission  
March 6, 2023 Business Meeting  
Backup Materials for Agenda Item No 03i:  
Aspen Environmental Group**

The following backup materials for the above-referenced agenda item are available in this PDF packet as listed below:

1. Proposed Resolution (attached below).
2. Grant Request Form or Grant Amendment Request Form or Contract Request Form or Loan Request Form (applicable form attached below).
3. Scope of Work (attached below).
4. CEQA documents (if applicable, attached below).
5. Other relevant documentation or link to other documentation (if applicable, attached below).

STATE OF CALIFORNIA

STATE ENERGY RESOURCES  
CONSERVATION AND DEVELOPMENT COMMISSION

RESOLUTION: ASPEN ENVIRONMENTAL GROUP

**RESOLVED**, that the State Energy Resources Conservation and Development Commission (CEC) adopts the staff California Environmental Quality Act (CEQA) findings and the noncompetitive award determination contained in the Agreement or Amendment Request Form (as applicable); and

**RESOLVED**, that the CEC approves Agreement 300-22-003 with Aspen Environmental Group for a \$2,500,000 contract, and adopting staff's determination that this action is exempt from CEQA. This contract will provide technical support to the CEC in (1) preparing and issuing grants for the development of non-lithium long-duration energy storage (NLLDES) projects; (2) preparing grant applications for U.S DOE grants to fund additional NLLDES projects; and (3) preparing technical studies and assessments, including CEQA review and assessments, and providing support services for NLLDES projects; and

**FURTHER BE IT RESOLVED**, that the Executive Director or their 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 March 6, 2023.

AYE:

NAY:

ABSENT:

ABSTAIN:

Dated:

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Liza Lopez  
Secretariat



STATE OF CALIFORNIA

**CONTRACT REQUEST FORM (CRF)**

CEC-94 (Revised 12/2019)

CALIFORNIA ENERGY COMMISSION

**A) New Agreement # 300-22-003 (to be completed by CGL office)**

<b>B) Division</b>	<b>Agreement Manager:</b>	<b>MS-</b>	<b>Phone</b>
ERDD	Kevin Mallon		916-931-9884

<b>C) Contractor's Legal Name</b>	<b>Federal ID Number+</b>
Aspen Environmental Group	95-4337914

<b>D) Title of Project</b>
Non-Lithium LDES Technical Support

**E) Term and Amount**

<b>Start Date</b>	<b>End Date</b>	<b>Amount</b>
3/14/2023	3/31/2026	\$ 2,500,000

**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 3/6/2023 ☒ Consent ☐ Discussion

Business Meeting Presenter Kevin Mallon Time Needed:

Please select one list serve. EPIC (Electric Program Investment Charge)

**Agenda Item Subject and Description:**

Aspen Environmental Group. Proposed resolution approving Agreement 300-22-003 with Aspen Environmental Group for a \$2,500,000 contract, and adopting staff's determination that this action is exempt from CEQA. This contract will provide technical support to the CEC in (1) preparing and issuing grants for the development of non-lithium long-duration energy storage (NLLDES) projects; (2) preparing grant applications for U.S DOE grants to fund additional NLLDES projects; and (3) preparing technical studies and assessments, including CEQA review and assessments, and providing support services for NLLDES projects. (LDES Funding) Contact: Kevin Mallon.

**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)):

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: Cal. Code Regs., tit. 14, § 15306

**CONTRACT REQUEST FORM (CRF)**

☒ Common Sense Exemption. 14 CCR 15061 (b) (3) Explain reason why Agreement is exempt under the above section: The activity is covered by the Common Sense Exemption in that CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Here the project involves preliminary activities such as providing reviews of LDES projects, preparing technology assessment reports, and supporting the preparation, evaluation, and management of grant funding opportunities. The project also includes preparation of US Department of Energy applications and preparation of other miscellaneous support studies. The project does not involve any physical impacts since all work will be conducted on computers. Agreement tasks do include providing preliminary CEQA project assessments and environmental impact analyses for potential future NLLDES projects, but the project does not commit to funding any of the recommendations flowing from the agreement. Any potential locations of future storage would require compliance with CEQA before the CEC could fund said future projects.

The project meets the Categorical Exemption 14 CCR 15306 in that all activities consist of basic data collection, research, and resource evaluation activities and do not result in a serious or major disturbance to an environmental resource.

This project consists of information gathering, report preparation, and other computer-based technical support for the LDES program leading to actions which a public agency has not yet approved, adopted or funded. This project does not involve impacts on any particularly sensitive environment; does not involve any cumulative impacts of successive projects of the same type in the same place that might be considered significant; does not involve unusual circumstances that might have a significant effect on the environment; will not result in damage to scenic resources within a highway officially designated as a state scenic highway; the project site is not included on any list compiled pursuant to Government Code section 65962.5; and the project will not cause a substantial adverse change in the significance of a historical resource. Therefore, none of the exceptions to categorical exemptions listed in CEQA Guidelines section 15300.2 apply to this project and this project will not have a significant effect on the environment.

- 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

**CONTRACT REQUEST FORM (CRF)**

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

<b>Legal Company Name:</b>	<b>Budget</b>
Frontier Energy, Inc.	\$ TBD
KC Holdings, Inc. dba Grant Management Associates	\$ TBD
Borneo Engineering, LLC	\$ TBD

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

<b>Legal Company Name:</b>

**J) Budget Information**

<b>Funding Source</b>	<b>Funding Year of Appropriation</b>	<b>Budget List Number</b>	<b>Amount</b>
GENERAL	22-23	303.001	\$2,500,000

R&D Program Area: ESRB: ETSI

TOTAL: \$2,500,000

Explanation for "Other" selection

Reimbursement Contract #: Federal Agreement #:

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

Name: Vicky Tinkjian

Address: 5020 CHESEBRO RD STE 200

City, State, Zip: AGOURA HILLS, CA  
91301-2285

Phone: 818-338-6747

E-Mail: Vtinkjian@aspeneg.com

**2. Contractor's Project Manager**

Name: Tom Murphy

Address: 5020 Cheseboro Road, Suite 200

City, State, Zip: Agoura Hills, CA 91301

Phone: 916-379-0350

E-Mail: tmurphy@aspeneg.com

**L) Selection Process Used**

- ☐ Solicitation Select Type Solicitation #: # of Bids: Low Bid ☐ No ☐ Yes
- ☐ Non-Competitive Bid (Attach DGS-GSPD-09-007 <https://www.dgs.ca.gov/PD/Forms>)
- ☒ Exempt - Mandated by Legislation
- ☒ Non-Competitive – The LDES program permits noncompetitive awards under Public Resources Code section 25643(d)(3). Here, the contractor's services are unique, and a competitive solicitation would frustrate the obtainment of necessary services in a timely manner, and it is in the best interest of the state to do so.

**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)

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

☐ 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:**

The CEC needs temporary and immediate assistance with (1) preparing solicitations and awarding grants for the development of NLLDES projects; (2) preparing grant applications seeking to obtain Department of Energy (DOE) grants to fund additional NLLDES projects; and (3) preparing miscellaneous technical studies, assessments, and other support services.

This program technical assistance is urgently needed for successful implementation of the new LDES program. Agreements entered into for the purposes of Long-Duration Energy Storage Program are not required to comply with the personal services contracting requirements of Article 4 (commencing with Section 19130) of Chapter 5 of Part 2 of Division 5 of Title 2 of the Government Code. (PRC 25644)

The cost to the state is reasonable for the reasons provided in section R below and this non-competitive award is authorized because a competitive solicitation would frustrate the obtainment of necessary information, goods, or services in a timely manner. (PRC 25643(d)(3))

**P) Payment Method**

1. ☒ Reimbursement in arrears based on:

☒ Itemized Monthly ☐ Itemized Quarterly ☐ Flat Rate ☐ One-time

2. ☐ Advanced Payment

3. ☐ Other, explain:

**Q) Retention**

Is Agreement subject to retention? ☐ No ☒ Yes

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

**CONTRACT REQUEST FORM (CRF)****R) Justification of Rates**

Staff has compared the Contractor's proposed average loaded hourly rates with two of our previous competitively bid technical support contracts and found the rates submitted by the contractor were comparable (500-11-029 (Natural Gas R&D) and 300-15-003 (EPIC)). Staff has determined the rates are appropriate for the services provided under this technical support contract.

**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

**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 type="checkbox"/> N/A            | <input checked="" 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 type="checkbox"/> N/A            | <input checked="" 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"/> N/A | <input checked="" type="checkbox"/> Attached |

Kevin Mallon  
Agreement Manager

2/21/2023  
Date

Mike Gravely (Lead)  
Branch Manager

2/21/2023  
Date

Rey Gonzalez (for Jonah)  
Director

2/21/2023  
Date

**Exhibit A**  
**Scope of Work**  
**Aspen Environmental Group**

**I. TASK ACRONYM/TERM LISTS**

**TASK LIST**

<b>Task #</b>	<b>Task Name</b>
1	Agreement Management and General Project Tasks
2	Agreement Management Assistance for CEC Funded NLLDES Projects
3	Provide Assistance with CEC Solicitations and Proposal Evaluations
4	Preparation of CEC Grant Applications to DOE
5	California Environmental Quality Act Review and Assessment for CEC Funded NLLDES Projects
6	Other LDES Program Support Activities

**ACRONYMS/GLOSSARY**

*Specific acronyms and terms used throughout this scope of work are defined as follows:*

<b>Acronym</b>	<b>Definition</b>
CAM	Commission Agreement Manager
CEC	California Energy Commission
CEQA	California Environmental Quality Act
DOE	U.S. Department of Energy
DOE FOA	Funding Opportunity Announcement
GIS	Geographic Information Systems
LDES	Long Duration Energy Storage
LOI	Letter of Intent
NLLDES	Non-lithium long-duration energy storage
ERDD	Energy Research and Development Division
WA	Work Authorization

**II. PURPOSE OF AGREEMENT, PROBLEM/SOLUTION STATEMENT, AND GOALS AND OBJECTIVES**

**A. Purpose of Agreement**

The purpose of this contract is to assist CEC staff in three areas: (1) preparing solicitations and awarding grants for the development of non-lithium long duration energy storage (NLLDES) projects; (2) preparing grant applications seeking to obtain Department of Energy (DOE) grants to fund additional NLLDES projects; and (3) preparing miscellaneous technical studies, assessments, and providing other support services in connection with NLLDES.



**Exhibit A**  
**Scope of Work**  
**Aspen Environmental Group**

**B. Problem / Solutions Statement**

Problem

On July 30, 2021, Governor Newsom issued a Proclamation of State of Emergency in California as a result of sudden and severe energy shortages from extreme drought, wildfires, and record-breaking heat events, which put significant demand and strain on California's energy grid. The Emergency Proclamation declares that, due to these extreme weather events, the state currently faces an energy supply shortfall of up to 3,500 megawatts in 2021, and projects a shortfall of up to 5,000 megawatts for the summer of 2022. To take immediate action to reduce the strain on energy infrastructure, to increase energy capacity, and to make energy supply more resilient—to protect the health and safety of Californians—the California Energy Commission (CEC) is seeking to promote long-duration non-lithium battery energy storage to shore-up the State's renewable energy supply. NLLDES projects are defined as energy storage systems that are capable of discharging for 8 hours or longer and do not rely on the use of lithium-ion technologies. Additionally, the state approved the Long Duration Energy Storage (LDES) program as part of the FY 2022/2023 approved state budget and awarded the CEC \$140M for this year and approved an award of \$140M for FY 2023/2024 contingent on the approved budget. These funds are to be used to demonstrate emerging LDES non-lithium-ion technologies and assist in the transition to commercial status of these non-lithium-ion technologies.

Solutions

The LDES program established by the CEC is providing financial incentives for energy storage technology evaluation and development projects. The Contractor will support the LDES program and related programs where the LDES funding is expected to provide additional support. This agreement will assist the LDES program in preparing solicitations and awarding grants for the development of NLLDES projects, preparing grant applications seeking to obtain Department of Energy (DOE) grants to fund additional NLLDES projects, preparing miscellaneous technical studies, assessments, and providing other support services in connection with NLLDES.

**C. Goals and Objectives of the Agreement**

Agreement Goals

The primary goal of this Agreement is to provide assistance with technical reviews and evaluations of project proposals submitted to the CEC for LDES program solicitations. Secondary goals are to provide technical assistance with a variety of other activities in support of the CEC's LDES program, including solicitation development, environmental studies, and preparing grant applications for federal funding in support of NLLDES projects.

**Exhibit A**  
**Scope of Work**  
**Aspen Environmental Group**

Agreement Objectives

The objective of this Agreement is to provide expertise in the evaluation of LDES projects and in the development, design, and review of LDES program and project activities, as well as general project management to administer this Agreement.

Expertise is needed in the following areas:

- Contract management and administrative duties for LDES program agreements
- Solicitation, evaluation, preparation, and management NLLDES project grants
- Preparation of grant applications to obtain DOE funding for NLLDES projects
- Preparation California Environmental Quality Act (CEQA) analyses and documentation for NLLDES projects
- Additional support studies and services in connection with NLLDES

Selection of Contractor and Subcontractor Personnel for Work Authorizations

This contract will be a no-fee "retainer" contract. The Contractor will be held on retainer and will be assigned work via work authorizations (WA). Work authorizations will be assigned by expertise, or project workload. The CEC makes no guarantee that any or all of the funds will be assigned in any given year.

The CEC reserves the right to select Contractor and Subcontractor personnel for work based upon expertise and/or suitability for a particular task based on the following criteria:

- Depth and breadth of the personnel's education, expertise, experience, knowledge, skills, and abilities to perform the work.
- Availability of personnel.
- Available budget.

Upon CEC's request, the Contractor shall submit to the CAM a current resume for all proposed personnel, a cover letter briefly describing their qualifications relevant to a particular work request, and a budget.

When requested by the CAM, Contractor and Subcontractor personnel must respond by email to the Contractor, to confirm that they have the qualifications and availability to perform the work or that they decline the work requested.

Work assigned under each task will be completed with only the personnel chosen to perform the work, as approved in writing by the CAM.

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.

**Exhibit A**  
**Scope of Work**  
**Aspen Environmental Group**

**III. Task 1: AGREEMENT MANAGEMENT AND GENERAL PROJECT TASKS**

The goals of this task are the management, oversight, and administrative duties to be performed by the Contractor for this Agreement. The specific tasks and responsibilities are outlined in the Task 1 Subtasks below. The Contractor, under the direction and in coordination with the CAM, shall manage all administrative tasks and executed WAs under this Agreement. All work for WAs performed by the Contractor team shall be directed by and coordinated with the CAM or CEC-designated PM. The CAM will provide a written authorization before any work can officially begin. The administrative budget and expenses for Task 1 are directly applied to the executed contract, therefore, does not require a formal WA. Agreement management work under Task 1 is performed through the Agreement term end date.

The budget for Task 1 – Agreement Management and General Project Tasks cannot exceed **10 percent** of the total funds encumbered to the Agreement. The amount of program administration funds and its associated administrative agreement management budget is subject to change depending on the program needs and the authority to spend those funds. The CAM will notify the Contractor of these changes if they are needed.

**DELIVERABLES**

**Subtask 1.1 Deliverables**

The goal of this subtask is to establish the requirements for submitting project deliverables (e.g., reports, summaries, plans, and presentation materials). Unless otherwise specified by the CAM, the Contractor must provide deliverables as required below by the dates listed in the **Schedule of Deliverables (Part V)**. Deliverables that require a draft version are indicated by marking “**(draft and final)**” after the deliverable name in the “Deliverables” section of the task/subtask. If “(draft and final)” does not appear after the deliverable name, only a final version of the deliverable is required. With respect to due dates within this SOW, “**days**” means working days.

**The Contractor shall:**

Report Format

When creating reports, the Contractor shall use and follow, unless otherwise instructed in writing by the CAM, the latest version of the report template and style manual published on the CEC’s web site:

- Formatting Reports and Writing Style for Consultants to the California Energy Commission:
- <https://www.energy.ca.gov/funding-opportunities/funding-resources/formatting-reports-and-writing-style-consultants-california>
- If requested by CAM, hardcopies of each final deliverable shall be delivered as one original, reproducible, 8 ½” by 11”, camera-ready master in black ink. Illustrations and graphs shall be sized to fit an 8 ½” by 11” page and readable if printed in black and white.

For deliverables that require a draft version, including the Final Report Outline and Final Report

**Exhibit A**  
**Scope of Work**  
**Aspen Environmental Group**

- Submit all draft deliverables to the CAM for review and comment in accordance with the Schedule of Deliverables (Part V). The CAM will provide written comments to the Contractor on the draft deliverable within 15 days of receipt, unless otherwise specified in the task/subtask for which the deliverable is required.
- Consider incorporating all CAM comments into the final product. If the Contractor disagrees with any comment, provide a written response explaining why the comment was not incorporated into the final deliverable.
- Submit the revised deliverable with responses and comments within 10 days of notice by the CAM, unless the CAM specifies a longer time period, or approves a request for additional time.

For deliverables that require a final version only

- Submit the deliverable to the CAM for acceptance. The CAM may request minor revisions or explanations prior to acceptance.

For all deliverables

- Submit all data and documents required as deliverables in accordance with the following:

Instructions for Submitting Electronic Files and Developing Software:

○ **Electronic File Format**

Submit all data and documents required as deliverables under this Agreement in an electronic file format that is fully editable and compatible with the CEC's software and Microsoft (MS)-operating computing platforms, or with any other format approved by the CAM. Deliver an electronic copy of the full text of any Agreement data and documents in a format specified by the CAM, such as memory stick or zip files.

The following describes the accepted formats for electronic data and documents Provided to the CEC as deliverables under this Agreement, and establishes the software versions that will be required to review and approve all software deliverables:

- Data sets will be in MS Access or MS Excel file format (version 2007 or later), or any other format approved by the CAM.
- Text documents will be in MS Word file format, version 2007 or later.
- Documents intended for public distribution will be in Portable Document Format (PDF) file format.
- The Contractor must also provide the native Microsoft file format.
- Project management documents will be in Microsoft Project file format, version 2007 or later.
- Compliant with State Government Digital Accessibility Standards

**Exhibit A**  
**Scope of Work**  
**Aspen Environmental Group**

○ **Software Application Development**

Use the following standard Application Architecture components in compatible versions for any software application development required by this Agreement (e.g., databases, models, modeling tools), unless the CAM approves other software applications such as open-source programs:

- Microsoft ASP.NET framework (version 3.5 and up). Recommend 4.0.
- Microsoft Internet Information Services (IIS), (version 6 and up) Recommend 7.5.
- Visual Studio.NET (version 2008 and up). Recommend 2010.
- C# Programming Language with Presentation (UI), Business Object and Data Layers.
- SQL (Structured Query Language).
- Microsoft SQL Server 2008, Stored Procedures. Recommend 2008 R2.
- Microsoft SQL Reporting Services. Recommend 2008 R2.
- XML (external interfaces).

Any exceptions to the Electronic File Format requirements above must be approved in writing by the CAM. The CAM will consult with the CEC's Information Technology Services Branch to determine whether the exceptions are allowable.

**MEETINGS**

**Subtask 1.2 Kick-off Meeting**

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

**The Contractor shall:**

- Attend a "Kick-off" meeting with the CAM and any other CEC staff relevant to the Agreement. The Contractor will bring its Project Manager and any other individuals deemed necessary by the CAM or the Project Manager shall participate in this meeting. The administrative and technical aspects of the Agreement will be discussed at the meeting. Prior to the meeting, the CAM will provide an agenda to all potential meeting participants. The meeting may take place in person or by electronic conferencing (e.g., MS Teams, Zoom), with approval of the CAM.

The administrative portion of the meeting will include discussion of the following:

- Terms and conditions of the Agreement;
- Deliverables (subtask 1.1);
- CPR meetings (subtask 1.3);
- Subcontracts (subtask 1.7); and
- Any other relevant topics.

**Exhibit A**  
**Scope of Work**  
**Aspen Environmental Group**

The technical portion of the meeting will include discussion of the following:

- The CAM's expectations for accomplishing tasks described in the SOW;
- An updated Project Schedule;
- Deliverables (subtask 1.1);
- Progress reports and invoices (subtask 1.5);
- Final Report (subtask 1.6); and
- Any other relevant topics.
- Provide an Updated Schedule of Deliverables, as needed to reflect any changes in the documents.

**The CAM shall:**

- Designate the date and location of the meeting.
- Send the Contractor a Kick-off Meeting Agenda.

**Contractor Deliverables:**

- Updated Schedule of Deliverables (if applicable)

**CAM Deliverable:**

- Kick-off Meeting Agenda

**Subtask 1.3 – Critical Project Review (CPR) Meetings and Briefings**

The goal of this subtask is to provide the opportunity for discussions between the CEC and the Contractor on the status of the Agreement.

The purpose of a CPR meeting is to determine if the Agreement, or any work under any individual WA, should continue to receive CEC funding, and if so whether any modifications must be made to the tasks, deliverables, schedule, or budget. CPR meetings provide the opportunity for frank discussions between the CEC and the Contractor. As determined by the CAM, discussions may include project status, issue(s) encountered, options to resolve the issue(s), successes, recommendations, and final report preparation. Participants will include the CAM and the Contractor and may include the CAO and any other individuals selected by the CAM to provide support to the CEC.

CPR and briefing meetings take place as determined by the CAM. The budget may be reallocated to cover the additional costs borne by the Contractor, but the overall Agreement amount will not increase. CPR and briefing meetings generally take place at the CEC, but they may take place at another location, or may be conducted via electronic conferencing (e.g., MS Teams, Zoom, or WebEx) or teleconference as determined by the CAM.

The purpose of briefings is to update CEC staff on the status of the Agreement or any WA, discuss any issue(s) and options to resolve the issue(s), or discuss potential future work the CEC may be interested in.

**Exhibit A**  
**Scope of Work**  
**Aspen Environmental Group**

**The Contractor shall:**

- Prepare a CPR Report for each CPR meeting that: (1) discusses the progress of the Agreement toward achieving its goals and objectives; and (2) includes recommendations and conclusions regarding continued work on the project.
- Submit the CPR Report along with any other Task Deliverables that correspond to the task for which the CPR meeting is required (i.e., if a CPR meeting is required for Task 2, submit the Task 2 deliverables along with the CPR Report).
- Attend CPR meetings.
- Present the CPR Report and any other required information at each CPR meeting.
- Attend or participate in other Agreement support or WA-related meetings or discussions in-person or via WebEx or conference call, as requested by the CAM.
- Respond to e-mails or other communication requests regarding project management status and issues, as requested by the CAM.
- Prepare Briefing Notes as requested by the CAM that summarize the meetings and provide agreed upon next steps.

**The CAM shall:**

- Determine the location, date, and time of each CPR meeting with the Contractor's input.
- Send the Contractor a CPR Agenda and a List of Expected CPR Participants in advance of the CPR meeting.
- Conduct and make a record of each CPR meeting. Provide the Contractor with a Schedule for Providing a Progress Determination on continuation of the project.
- Determine whether to recommend continuation of the project, and if so whether modifications are needed to the tasks, schedule, deliverables, or budget for the remainder of the Agreement. If the CAM concludes that satisfactory progress is not being made, this conclusion will be referred to the Deputy Director of the Energy Research and Development Division to make a determination on whether or not to continue with the project.
- Provide the Contractor with a Progress Determination on continuation of the project, in accordance with the schedule. The Progress Determination may include a requirement that the Contractor revise one or more deliverable.
- Notify the Contractor to stop or suspend work on all or any part of the work tasks in this Agreement or on any WA if deemed necessary. The CAO, in consultation with the CAM, shall provide a written Stop Work Order to the Contractor of the date work is stopped or suspended. The Contractor shall resume the work only upon receipt of written instructions from the CAO.
- Notify the Contractor to terminate this Agreement, including any WA without cause with thirty (30) days written notice to the Contractor. The CAO, in consultation with the CAM, shall provide a written Termination Notice notifying the Contractor of the date work is to be terminated.

**Exhibit A**  
**Scope of Work**  
**Aspen Environmental Group**

**Contractor Deliverables:**

- CPR Report(s)
- Task Deliverable(s) (draft and/or final as specified in the task)
- Briefing Notes

**CAM Deliverables:**

- CPR Agenda
- List of Expected CPR Participants
- Schedule for Providing a Progress Determination
- Progress Determination
- Stop Work Order (if applicable)
- Termination Notice (if applicable)

**Subtask 1.4 Final Meeting**

The goal of this subtask is to complete the closeout of this Agreement.

**The Contractor shall:**

- The final meeting must be completed during the closeout of this Agreement. This meeting will be attended by the Contractor and CAM, at a minimum. The meeting may occur in person or by electronic conferencing (e.g., MS Teams, Zoom, or WebEx), with approval of the CAM.

The administrative aspects of Agreement closeout will be discussed at the meeting and will involve a discussion with the CAM and any other CEC staff relevant to the Agreement and include the following Agreement closeout items:

- Disposition of any state-owned equipment.
- Need to file a Uniform Commercial Code Financing Statement (Form UCC-1) regarding the CEC's interest in patented technology.
- The CEC's request for specific "generated" data (not already provided in Agreement deliverables).
- Need to document the Contractor's disclosure of "subject inventions" developed under the Agreement.
- "Surviving" Agreement provisions such as repayment provisions.
- Final invoicing and release of retention.
- Prepare a *Final Meeting Agreement Summary* that documents any agreement made between the Contractor and CEC staff during the meeting.
- Prepare a *Schedule for Completing Agreement Closeout Activities*.
- Provide *Draft and Final Written Deliverables*, organized by the tasks in the executed SOW, in a storage format requested by the CAM, such as a zip file or USB memory stick.

**Deliverables:**

- Final Meeting Agreement Summary
- Schedule for Completing Agreement Closeout Activities
- All Final Written Deliverables



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**REPORTS AND INVOICES**

**Subtask 1.5 Progress Reports and Invoices**

The goals of this subtask are to: (1) periodically verify that satisfactory and continued progress is made towards achieving the objectives of this Agreement; and (2) ensure that invoices contain all required information and are submitted in the appropriate format.

**The Contractor shall:**

- Submit a Monthly Progress Report to the CAM. Each progress report must:
  - Summarize all Agreement activities conducted by the Contractor for the preceding month, including an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns. See the Progress Report Format Attachment for the recommended specifications or format as specified by the CAM.
  - Provide a synopsis of the project progress, including accomplishments, problems, milestones, deliverables, schedule, fiscal status, and any evidence of progress such as photographs.
  - Each monthly progress report is due within **10 working days** after the first of each month. Progress reports will be submitted with each Monthly invoice.
  - As an option, CAM or Project Manager of a Work Authorization may hold Monthly Progress Calls to discuss how the project is progressing, and to address any emerging issues in a timely fashion.
- Submit a Monthly Invoice that follows the instructions in the “Payment of Funds” section of the Special Terms and Conditions.
  - Monthly invoices include all reimbursable expenses incurred performing work under this Agreement, including any required *Invoice Backup Documentation*, in compliance with the terms and conditions of this Agreement.
  - The invoice format and content shall be specified by the CAM. In addition, an Account Summary sheet of Agreement activities as specified by the CAM will be attached to the invoice.
  - Each monthly invoice is due within **10 working days** after the first of each month. Invoices will be submitted with each *Monthly Progress Report*.
  - Invoices must be submitted to the CEC’s Accounting Office.

**Deliverables:**

- Monthly Progress Reports
- Monthly Invoices
- Invoice Backup Documentation

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**Subtask 1.6 Final Report**

The goal of this subtask is to prepare a comprehensive Final Report that describes the original purpose, approach, results, and conclusions of the work performed under this Agreement. The CAM will review the Final Report, which will be due at least **two months** before the Agreement end date. When creating the Final Report Outline and the Final Report, the Contractor must use the Style Manual provided by the CAM.

**Subtask 1.6.1 Final Report Outline**

**The Contractor shall:**

- Prepare a Final Report Outline in accordance with the Style Manual, or Other Requested Template provided by the CAM. (See Task 1.1 for requirements for draft and final deliverables.)

**Contractor Deliverables:**

- Final Report Outline (draft and final)

**CAM Deliverables:**

- Style Manual or Other Requested Template
- Comments on Draft Final Report Outline
- Acceptance of Final Report Outline

**Subtask 1.6.2 Final Report**

**The Contractor shall:**

Prepare a *Final Report* for this Agreement in accordance with the approved Final Report Outline, Style Manual, or Other Final Report Templates provided by the CAM.

- Submit a draft of the Final Report to the CAM for review and comment. The CAM will provide written comments to the Contractor on the draft product within 15 days of receipt.
- Consider incorporating all CAM comments into the draft Final Report. If the Contractor disagrees with any comment, provide a Written Response to Comments explaining why the comment was not incorporated into the final product within 10 days of notice by the CAM, unless the CAM specifies a longer time period or approves a request for additional time.
- Submit the Final Report electronically to the CAM with incorporated changes as directed by the CAM.

**Deliverables:**

- Final Report (draft and final)
- Written Responses to Comments on the Draft Final Report

**CAM Deliverable:**

- Written Comments on the Draft Final Report

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**SUBCONTRACTS**

**Subtask 1.7 Subcontracts**

The goals of this subtask are to: (1) procure subcontracts required to carry out the tasks under this Agreement; (2) enforce Subcontractor Agreement provisions and ensure that the subcontracts are consistent with the terms and conditions of this Agreement, and in the event of failure of the Subcontractor to satisfactorily perform services, recommend a solution to resolve the problem; (3) ensure subcontractors submit quality deliverables.

**The Contractor shall:**

- Manage and coordinate Subcontractor activities in accordance with the requirements of this Agreement.
- The Contractor is responsible for the quality of all Subcontractor work and the CAM will assign all work to the Contractor.
- Incorporate this Agreement by reference into each subcontract.
- Include any required CEC 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.
- If required by the CAM, submit a draft of each Subcontract for each Subcontractor required to conduct the work under this Agreement.
- If required by the CAM, Submit a final copy of the executed subcontract.
- If the Contractor decides to add new or replace Subcontractors, they shall:
  - Comply with the Terms and Conditions of the Agreement.
  - Notify and receive written approval from the CAM prior to adding any new subcontractors (see the discussion of Subcontractor additions in the terms and conditions).

**Deliverables:**

- Subcontract(s) (draft and final if required by the CAM)

**WORK AUTHORIZATIONS**

**Subtask 1.8 Work Authorizations**

This is a “work authorization” Agreement. No work shall be undertaken unless authorized by the Commission Agreement Manager (CAM) through a specific written document called a “work authorization.”

The goal of this subtask is to develop and manage all technical and budgetary aspects of WAs in accordance with the requirements of this Agreement for work to be performed under Tasks 2 through 6. The CAM will prepare and issue the written work authorizations and shall set a maximum price, budget, and schedule for the work to be performed. The CAM will work, in consultation with the Contractor, to assign work to either the Contractor or a subcontractor.

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To ensure the timeliness and success of all work performed under this Agreement, the CAM will work closely with the Contractor to administer the Agreement, and a staff person will be assigned as a Work Authorization Manager to direct and review the work of assigned contractors on individual work assignments throughout all phases of the Agreement. The CEC staff will review all products and deliverables to ensure quality, consistency, and compliance with CEC policies.

**The Contractor shall:**

- Help prepare WA in accordance with the Agreement requirements.
  - All terms and conditions included in the executed Agreement shall apply to WAs as applicable.
  - The WA format and content shall be specified by the CAM.
  - Develop project schedules. The WA end date should be no later than 60 days prior to the term end date of the Agreement. This allows the Contractor time to complete closeout activities for all WAs and to prepare the Final Report.
  - Submit all required WA Documents to the CAM.
- Administer and monitor, each WA and the overall Agreement as applicable:
  - Track the start, progress, and closure of each WA.
  - Establish and maintain contractual agreements with entities performing work.
  - Manage Subcontractor activities in accordance with the Agreement terms and conditions.
  - Provide *Updated Project Schedules*, as needed, and determine if each WA is on schedule and deliverables are satisfactory.
  - Provide oversight and first-level review of reports and documentation, and comment on the content of deliverables.
  - Review and approve all invoices.
  - Provide audit and accounting services for WA to determine the fiscal status of each WA and the overall Agreement and prevent cost overruns.
  - Immediately report any significant variances affecting performance of WA and recommend mitigation actions for consideration by the Project Manager and CAM. Examples of significant variances include the inability to submit deliverables by key due dates, unavailability of key personnel that will affect timely submittal of deliverables, and key technical issues that would require change in scope, redirection of the effort, or discontinuation of the project.
  - Coordinate with the CAM to close out completed WA and remaining unallocated balances.

**Deliverables:**

- WA Documents
- Updated Project Schedules

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**IV. TECHNICAL TASKS**

**Task 2: Agreement Management Assistance for CEC Funded NLLDES Projects**

The goal of this task is to assist CEC with agreement management and administrative duties for ERDD NLLDES agreements. The Contractor will work with an assigned CEC CAM and be responsible for part, or all of the agreement project management to ensure successful completion of CEC LDES program grants or contracts.

**The Contractor shall:**

- Assist CAM as directed, to conduct agreement management tasks, including but not limited to, the following activities:
  - Attend coordination and other meetings in person or via Microsoft Teams or Zoom to discuss progress.
  - Ensure tasks do not exceed the schedule deadline or funding requirements.
  - Provide technical and site-level inspections and *Reviews of NLLDES Projects* to include equipment delivery validation, factory product performance reviews, review site-level performance data and reports, and other similar duties.
  - Prepare *Technology Assessment Reports* for new and emerging NLLDES technologies to determine the expected performance, commercial viability, manufacturability schedule, expected equipment delivery schedules and site-level equipment commissioning plans and operations.

**Deliverables:**

- Reviews of NLLDES Projects
- Technology Assessment Reports

**Task 3: Provide Assistance with CEC Solicitations and Proposal Evaluations**

The goal of this task is to provide CEC assistance with preparation of solicitations, proposal evaluations, and agreement development for NLLDES projects.

**The Contractor shall:**

- Provide technical guidance to CEC for preparation of grant funding opportunities and associated solicitation files.
- Provide *Technical Evaluations* for grant proposals.
- Provide *Recommended Proposed Awards Report* and provide other support and deliverables, as requested.
- Develop and present *Task 3 PowerPoint Presentations and Meeting Materials* and attend, participate in, facilitate, and/or organize meetings, such as a pre-bid workshop.
- Produce *High Quality Solicitation Support Graphics*, including Geographic Information Systems (GIS) maps, and photographic and artistic renderings for printing, and compliant with Task 1.1 Deliverables.

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**Deliverables:**

- Technical Evaluations
- Recommended Proposed Awards Report
- Task 3 PowerPoint Presentations and Meeting Materials
- High Quality Solicitation Support Graphics

**Task 4: Preparation of CEC Grant Applications to DOE**

The goal of this task is to work with CEC staff to prepare grant applications to obtain federal funding supporting NLLDES projects.

**The Contractor shall:**

- Monitor DOE websites seeking Funding Opportunity Announcements (FOAs) soliciting NLLDES demonstration projects in accordance with the Energy Act of 2020 and provide a *Notifications of FOA Update* when new FOAs related to NLLDES are announced and when updates are made to FOAs that the CEC is responding to or providing cost share to other proposers.
- Support CEC staff in strategizing preparation of applications for the FOAs.
- Prepare *Letters of Intent* (LOIs), *Concept Papers* and/or similar pre-application documents as applicable, informing DOE of the CEC's intention to apply for selected grants.
- Manage application and award process to which the CEC applied, submitted a letter of intent, or otherwise responded. Review DOE grant requirements and assist the CEC in preparing compliance documentation (e.g., NEPA questionnaires, annual reports, continuing applications, and project, data, and risk management plans). No materials will be submitted to the DOE without the CEC's input and written approval.
- Provide *Application Progress Reports* for the preparation of applications and for monitoring DOE grants that are awarded, as requested by the CAM.
- To the degree possible, conform to the requirements of the federal Justice40 Initiative.
- Provide public outreach under direction of the CEC staff.
- Produce *High Quality Grant Application Support Graphics*, including Geographic Information Systems (GIS) maps, and photographic and artistic renderings for printing, and compliant with Task 1.1 Deliverables, as directed by CEC staff.
- Produce any other deliverables as required by DOE or the CEC for grant applications and awards, as requested by the CAM or CEC Energy Research and Development Division (ERDD) Management.

**Deliverables:**

- Notifications of FOA Update
- Letters of Intent
- Concept Papers
- Application Progress Reports
- High Quality Grant Application Support Graphics

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**Task 5: California Environmental Quality Act Review and Assessment for CEC Funded NLLDES Projects**

The goal of this task is to assist staff with preparing California Environmental Quality Act (CEQA) analysis and environmental review documentation for NLLDES projects. The Contractor will perform more complex and detailed CEQA assessments and activities based on technical expertise.

**The Contractor shall:**

- Provide a *Preliminary CEQA Project Assessment* after reviewing and assessing NLLDES project materials, including but not limited to the following activities:
  - Review lead, responsible, and trustee agency documents.
  - Assist the CEC in multi-jurisdictional consultation, such as federal, state, and local agencies, in determining the scope of the environmental review for proposed R&D projects.
  - Use environmental analytic models and support tools to identify data gaps and to perform special studies to assess CEQA impacts.
  - Conduct CEQA related literature searches and provide a summary of results.
- Provide GIS and aerial information systems analysis and mapping services and *High Quality CEQA Support Graphics* such as maps, and photographic and artistic renderings for printing, and compliant with Task 1.1 Deliverables, as directed by CEC staff.
  - Conduct site surveys and field assessments.
- Prepare analysis and assessment which consider potential impacts in the resource areas listed in CEQA Guidelines Appendix G, as well as coastal resources, fisheries, lands adjacent to Native American and Indigenous lands, and mitigation strategies for addressing those potential impacts.
  - Assist CEC ERDD's Assistant Tribal Liaison with the tribal consultation processes described in CEQA and the CEC's Tribal Consultation Policy (2021).
  - Evaluate feasible mitigation measures that would substantially lessen or avoid any significant effects on the environment.
  - Provide *Written Responses to Comments and Questions* received on environmental analysis documents provided.
- Prepare *Environmental Impact Analysis and Related Documents*, such as:
  - Notice of Exemption
  - Initial Study
  - Mitigated Negative Declaration,
  - Environmental Impact Report
  - Notice of Preparation, and a Notice of Determination, including necessary analysis of project alternatives, responses to public comments, addendum or other supplemental documentation, mitigation measures, findings, and a statement of overriding considerations, for projects under the California Environmental Quality Act (CEQA).

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- Develop and present *Task 5 PowerPoint Presentations and Meeting Materials* and facilitate meetings and workshops.
- Maintain all *CEQA Project Analysis Files* related to work undertaken for this task for the administrative record.

**Deliverables:**

- Preliminary CEQA Project Assessment
- Environmental Impact Analysis and Related Documents
- Written Responses to Comments and Questions
- Task 5 PowerPoint Presentations and Meeting Materials
- High Quality CEQA Support Graphics
- CEQA Project Analysis Files

**Task 6: Other LDES Program Support Activities**

The goal of this task is to assist CEC staff with activities to support LDES program efforts, such as solicitation development, grant management, and applications for federal funding to support NLLDES projects.

**The Contractor shall:**

- Provide stakeholder engagement support as requested by the CEC CAM, including but not limited to:
  - Preparing *Stakeholder Outreach Letters* and other documents for reaching out to specific stakeholders
  - Organizing and supporting public workshops
  - Preparing *Stakeholder Briefings Memos* to inform potential stakeholders on NLLDES program developments
- Prepare *Needs Assessment Reports* and provide related support.
- Prepare and perform *Technology Evaluations* for obtaining federal funding.
- Perform site-level and factory level *Technology Assessments* to evaluate expected performance, status of delivery schedules, ensure system meet appropriate quality and safety standards as defined in the CEC grant or contract and evaluate new and emerging technologies to determine their ability to support the future needs of California.
- Use complex analytical models and decision support tools related to environmental and engineering matters, including developing high-quality model inputs and assumptions.
- Perform and prepare *Site Evaluation Reports* of California projects.
- Consult with agencies in determining the applicability of their laws and regulations to licensing NLLDES and provide a NLLDES Licensing Report on findings.
- Evaluate projects and provide a *Technology Readiness Level Report*
- Prepare other studies, reports, and assessments as assigned by the CEC.
- Develop and present *Task 6 PowerPoint Presentations and Meeting Materials* and attend, participate in, facilitate, and/or organize meetings and workshops.



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- Write, edit, and synthesize documents based on technical information to ensure the accuracy, correct grammar, style, and clarity of documents, and ensure that all written products clearly convey their intended message to the public and all stakeholders.

**Deliverables:**

- Stakeholder Outreach Letters
- Stakeholder Briefing Memos
- Needs Assessment Reports
- Technology Evaluations
- Technology Assessments
- Site Evaluation Reports
- NLLDES Licensing Report
- Technology Readiness Level Report
- Task 6 PowerPoint Presentations and Meeting Materials

**V. PROJECT SCHEDULE**

Please see Exhibit A, Part V attached Excel spreadsheet for the Agreement Schedule of Deliverables. Each WA shall have its own Schedule of Deliverables.