



**CALIFORNIA
ENERGY COMMISSION**



**California Energy Commission
May 31, 2023 Business Meeting
Backup Materials for Agenda Item No 03e:
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
2. Contract Request Form
3. Scope of Work

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 CEQA findings contained in the Agreement or Amendment Request Form (as applicable); and

RESOLVED, that the CEC approves Agreement 300-22-004 with Aspen Environmental Group (Aspen), for a contract of up to \$6,000,000. Aspen will provide technical support services across diverse energy research initiatives under CEC energy research programs, including the Electric Program Investment Charge program and the Public Interest Energy Research Gas Research and Development program; 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 May 31, 2023.

AYE:
NAY:
ABSENT:
ABSTAIN:

Dated:

Liza Lopez
Secretariat



CONTRACT REQUEST FORM (CRF)

A. New Agreement Number

IMPORTANT: New Agreement # to be completed by Contracts, Grants, and Loans Office.

New Agreement Number: 300-22-004

B. Division Information

1. Division Name: ERDD
2. Agreement Manager: Tiffany Solorio
3. MS-None
4. Phone Number: 916-776-0812

C. Recipient's Information

1. Contractor's Legal Name: Aspen Environmental Group
2. Federal ID Number: 95-4337914

D. Title of Project

Title of project: Technical Assistance for Energy Research and Development Division Programs

E. Term and Amount

1. Start Date: 6/1/2023
2. End Date: 6/30/2031
3. Amount: \$6,000,000

F. Business Meeting Information

1. Operational agreement to be approved by Executive Director? No
2. Are the ARFVTP agreements \$75K and under delegated to Executive Director? No
3. The Proposed Business Meeting Date: 5/31/2023
4. Consent or Discussion? Consent
5. Business Meeting Presenter Name: Tiffany Solorio
6. Time Needed for Business Meeting: 5 minutes.
7. The email subscription topic is: EPIC (Electric Program Investment Charge).

Agenda Item Subject and Description:

Aspen Environmental Group. Proposed resolution approving agreement 300-22-004 with Aspen Environmental Group (Aspen), for a contract of up to \$6,000,000; and adopting staff's determination that this action is exempt from CEQA. Aspen will provide technical support services across diverse energy research initiatives under CEC energy research programs, including the Electric Program Investment Charge program and the Public Interest Energy Research Gas Research and Development program. (EPIC and Gas R&D funding) Contact: Tiffany Solorio



STATE OF CALIFORNIA Contract Request Form
CALIFORNIA ENERGY COMMISSION CEC-94 (Revised 01/2023)

California Environmental Quality Act (CEQA) Compliance

1. Is Agreement considered a “Project” under CEQA?

Yes

If yes, skip to question 2.

If no, complete the following (PRC 21065 and 14 CCR 15378) and explain why Agreement is not considered a “Project”:

2. If Agreement is considered a “Project” under CEQA answer the following questions.

a) Agreement IS exempt?

Yes

Statutory Exemption?

Yes

If yes, list PRC and/or CCR section number(s) and separate each with a comma. If no, enter “None” and go to the next question.

PRC section number: 21080(b)

CCR section number: 14 CCR § 15262

Categorical Exemption?

Yes

If yes, list CCR section number(s) and separate each with a comma. If no, enter “None” and go to the next question.

CCR section number: 14 CCR§ 15306;

Common Sense Exemption? 14 CCR 15061 (b) (3)

Yes

If yes, explain reason why Agreement is exempt under the above section. If no, enter “Not applicable” and go to the next section.

Each exemption provides an independent basis for finding the project exempt.

14 CCR § 15306 provides that activities of basic data collection, research, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource are therefore exempt from the provisions of CEQA. The proposed project will provide occasional support to CEC staff in a variety of technical areas. The project activities primarily involve office-based activities performed on computers, such as proposal review, report editing and formatting, event planning and technology and technical support trainings. This project also involves information gathering, and site assessments for CEQA analysis and reports. Any CEQA assessments performed under this agreement will not be approved or funded by this agreement. Because the project consists of information gathering and evaluation, it falls within §15306, and is not subject to CEQA.



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14 CCR § 15061(b)(3) provides that the common sense exemption applies only to projects 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 and that the activity is not subject to CEQA. Here, the proposed project will not involve any construction or construction-related activities. The proposed project includes proposal review, report editing, technical and environmental review, preparation of feasibility studies and appraisals, event planning and training. All of these activities are to be primarily conducted in an office using a computer. For these reasons, it can be seen with certainty that the project will not have a significant effect on the environment and is not subject to CEQA.

14 CCR § 15262 provides that a project involving feasibility or planning studies for possible future actions which the agency, board, or commission has not approved, adopted, or funded does not require the preparation of an EIR or Negative Declaration but does require consideration of environmental factors. Here, the proposed project involves feasibility studies related to current and future research projects, information gathering on potential equipment transfer and environmental studies and analysis on proposed research projects.

This proposed project does not involve impacts on any particularly sensitive environment; 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.
IMPORTANT: consult with the legal office to determine next steps.

No

If yes, answer yes or no to all that applies. If no, list all as “no” and “None” as “yes”.

Additional Documents	Applies
Initial Study	No
Negative Declaration	No
Mitigated Negative Declaration	No
Environmental Impact Report	No
Statement of Overriding Considerations	No
None	Yes



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G. Subcontractors

List all Subcontractors listed in the Budget (s). Insert additional rows if needed. If no subcontractors to report, enter “No subcontractors to report” and “0” to funds. **Delete** any unused rows from the table.

Subcontractor Legal Company Name	Budget
ABL Incorporated	\$ 0
Arellano Associates, LLC.	\$ 0
Be Accessible Inc	\$ 0
Bridgestone Associates, Ltd.	\$ 0
Carlos T. Verdin	\$ 0
Chawkins Communications Consulting Inc	\$ 0
Clay Adam Cooper	\$ 0
EDM Services, Inc.	\$ 0
Energy Veterans, Inc.	\$ 0
Frontier Energy, Inc.	\$ 0
Geothermal Energy Consulting	\$ 0
Grid Subject Matter Experts, LLC	\$ 0
iCatalysts LLC	\$ 0
Katin Engineering Consulting	\$ 0
Life Cycle Associates LLC	\$ 0
Lutzenhiser Associates	\$ 0
Netcentric Technologies Inc.	\$ 0
Pro Business Valuations, LLC	\$ 0
Public Value LLC	\$ 0
Pyramid Energy Engineering Services, PLLC	\$ 0
Vermont Windpower International LLC	\$ 0
VideoVets	\$ 0

H. Key Partners

List all key partner(s). Insert additional rows if needed. If no key partners to report, enter “No key partners to report.” **Delete** any unused rows from the table.

Key Partner Legal Company Name
No key partners to report



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I. Budget Information

Include all budget information. Insert additional rows if needed. If no budget information to report, enter "N/A" for "Not Applicable" and "0" to Amount. **Delete** any unused rows from the table.

Funding Source	Funding Year of Appropriation	Budget List Number	Amount
EPIC	22-23	300.001J	\$500,000
NG Subaccount, PIERDD	22-23	500.022	\$250,000

TOTAL Amount: \$6,000,000

R&D Program Area: ESRB: PSU

Explanation for "Other" selection Not applicable

Reimbursement Contract #: Not applicable

Federal Agreement #: Not applicable

J. Contractor's Contact Information

1. Contractor's Administrator/Officer

Name: Neda Rastegar

Address: 5020 Chesebro Rd Ste 200

City, State, Zip: Agoura Hills, CA 91301-2285

Phone: 818-338-6739

E-Mail: nrastegar@aspeneg.com

2. Contractor's Project Manager

Name: Tom Murphy

Address: 8801 Folsom Blvd Ste 275

City, State, Zip: Sacramento, CA 95826-3250

Phone: 916-379-0350

E-Mail: tmurphy@aspeneg.com

K. Selection Process Used

There are three types of selection processes. List the one used for this CRF.

Selection Process	Additional Information
Competitive Solicitation #	RFP-22-301



L. Contractor Entity Type

Contractor Entity Type	Yes or No?
Private Company <i>(including non-profits)</i>	Yes
CA State Agency <i>(including UC and CSU)</i>	No
Government Entity <i>(i.e. city, county, federal government, air/water/school district, joint power authorities, university from another state)</i>	No

M. Is Contractor a certified Small Business (SB), Micro Business (MB) or Disabled Veterans Business Enterprise (DVBE)?

The contractor is a certified: SB.

N. Civil Service Considerations

- a. Not Applicable (Agreement is with a CA State Entity or a membership/co-sponsorship)? No
- b. Public Resources Code 25620, et seq., authorizes the Commission to contract for the subject work. (PIER) No
- c. The Services Contracted: Yes.

If no, go to the next question. If yes, which of the following applies to the contract? More than one can apply, list each answer choice, and separate them with a comma:

- are not available within civil service
- cannot be performed satisfactorily by civil service employee
- 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 following applies to the contract: The services contracted cannot be performed satisfactorily by civil service employees, and are of such a highly specialized or technical nature that the expert knowledge, expertise, and ability are not available through the civil service system.

- d. The Services are of such an urgent, temporary, or occasional nature that the delay to implement under civil service would frustrate their very purpose?

Occasional nature.

Justification:

A primary task to be performed in this contract will be technical review of project proposals on an occasional basis. The CEC’s Research and Development (R&D) division releases solicitations for proposals which vary widely in their scope and complexity, from electricity load forecasting to building efficiency to climate impacts on grid stability. Aspen, the proposed Contractor, has assembled a team with the experience, expertise, knowledge, and skills to provide in-depth evaluation of technical merits of proposals on a wide range of highly complex subject areas. The contractor will be utilized for a limited time when additional expertise is needed to quickly review project proposals.



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Another primary task is CEQA review and assessment for proposed research projects. This contract work will be used for specialized and expert knowledge of varied and complex energy and environmental topics, for example in the areas of: glint and glare, geomorphology, site security, complex terrain, and diesel exhaust plume modeling. Before approving grant agreement projects, the CEC must comply with CEQA review, and the type of expertise or environmental issues involved is unknown at this point. For certain complex proposals, the CEC will need to prepare an assessment that could require various expertise that is only needed for a limited period of time. Sound knowledge of current CEQA law must be combined with these skillsets.

In addition, the scope of work includes possible assessment of the financial health of applicants to solicitations, which will necessitate detailed knowledge of a variety of markets, including emerging and fringe markets. Again, Aspen provides the experience, knowledge, and skills to provide in-depth financial analysis across a wide range of markets.

For these reasons, the proposed work is of such a highly specialized or technical nature such that the nexus of expert knowledge, expertise, and ability to evaluate a range of multiple, complex technical and financial components are not available through the civil service system.

Finally, tasks in this proposed contract will be needed intermittently on an as-needed basis, such as, when situations arise where CEC staff does not have the breadth of expertise to adequately assess the technical merits of proposals required for the timely funding of awards; or when program planning would benefit from an up to date feasibility study; or, when additional staffing is needed for program related events; or, when ADA accessibility workload peaks and a critical need arises that cannot be filled by civil service employees. To hire civil service employees to perform this work would be impractical because it is not long-term and by the time hiring is completed the need would have passed, and in some instances the necessary level of expertise may not be available within civil service. For these reasons, the services proposed under this contract are of such an occasional nature that the delay in implementing them under civil service would frustrate their very purpose.

O. Payment Method

1. Is the payment method Reimbursement, Advanced Payment, or Other?
Reimbursement.
If Other, explain: Not applicable.
2. If Reimbursement, is it in arrears based on Itemized Monthly, Itemized Quarterly, Flat Rate, or One-time?
Itemized Monthly.

P. Retention

Is Agreement subject to retention? Yes.

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



Q. Justification of Rates

Staff has compared the Contractor's proposed average loaded hourly rates with two of our previous competitive technical support awards and found the rates provided are comparable - (300-22-003 and 700-22-003). Staff has determined the rates are appropriate for the services provided under this technical support contract.

R. Disabled Veteran Business Enterprise Program (DVBE)

Provide requested additional information.

1. Exempt (Interagency/Other Government Entity) No.
2. Meets DVBE Requirements DVBE Yes.
Amount: \$ 420,000.00 DVBE %:7%
3. Is the Contractor Certified DVBE or Subcontracting with a DVBE? If subcontracting with a DVBE, provide the name of the DVBE company. If none applies, enter "Not Applicable".
Subcontracting with a DVBE
4. Contractor selected through CMAS or MSA with no DVBE participation No.
5. Requesting DVBE Exemption (attach CEC 95) No.

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. What is the check frequency of the progress reports? Monthly, Quarterly, or Other? If Other, please provide explanation.
Monthly
5. Will a final report be required? Yes.
6. Is the Agreement, with amendments, longer than three years? If yes, why?

The CEC has requested and received approval from DGS for the term length of this proposed contract.

The proposed term will:

1. Provide continuity and the opportunity for the contract team to fully engage in all phases of the innovation pipeline through the majority of the current EPIC fund life. An extended contract will provide adequate time for a deeper understanding of how best to support the 45 R&D topics under the six strategic objectives and initiatives, such as the clean energy market's nuances, and allow for greater implementation support as projects progress through the energy innovation pipeline.
2. Allow for a more cost-effective approach. A shorter-term contract would result in interrupting the flow of knowledge and additional person-hours spent by staff conducting multiple solicitations and for a new contract team in gaining familiarity with the intricacies of the Programs and the clean energy market.



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

List all items that should be attached to this CRF by entering “Yes” or “No”.

Item Number	Item Name	Attached
1	Exhibit A, Scope of Work/Schedule	Yes
2	Exhibit B, Budget Detail	Yes
3	DGS-GSPD-09-007, NCB Request	No
4	CEC 95, DVBE Exemption Request	No
5	Awardee CEQA Documentation	No
6	Resumes	No
7	CEC 105, Questionnaire for Identifying Conflicts	Yes

Approved By

Individuals who approve this form must enter their full name and approval date in the MS Word version.

Agreement Manager: Tiffany Solorio

Approval Date: April 20, 2023

Office Manager: Jesselyn Rosales, Supervisor

Approval Date: April 21, 2023

Deputy Director: Angie Gould

Approval Date: April 21, 2023

**EXHIBIT A
SCOPE OF WORK
ASPEN ENVIRONMENTAL GROUP**

I. TASK ACRONYM/TERM LISTS

Task #	Task Name
1	Agreement Management and General Project Tasks
2	Proposal Reviews
3	Project Final Report Editing and Formatting
4	Cross-Cutting Program Support – Research Projects Planning and Evaluation and Technical Support Activities
5	Cross-Cutting Program Support – Event Planning and Management
6	Cross-Cutting Program Support – Energy Research and Technology, and Technical Support Trainings

ACRONYMS/GLOSSARY

Specific acronyms and terms used throughout this SOW are defined as follows:

Acronym	Definition
Agreement	The executed contract between the CEC and the Contractor.
CAM	Commission Agreement Manager
CAO	Commission Agreement Officer
CEC	California Energy Commission
CEQA	California Environmental Quality Act
Contractor	Aspen Environmental Group
CPR	Critical Project Review
EPIC	Electric Program Investment Charge
ERDD	Energy Research and Development Division
Gas R&D	Gas Research and Development
PA	Project Authorization
PM	Commission Project Manager
R&D	Research & Development
SOW	Scope of Work
WA	Work Authorization

II. PURPOSE OF AGREEMENT, BACKGROUND, STRUCTURE, GOALS AND OBJECTIVES

A. Purpose of Agreement

The purpose of this Agreement is to provide administrative technical support services for the CEC's Energy Research and Development Division's (ERDD) energy research programs, including but not limited to, the Electric Program Investment Charge (EPIC) program, the Public Interest Energy Research Gas Research & Development (Gas R&D) program, and other research and development (R&D) energy programs as

EXHIBIT A
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needed. The Contractor will perform the tasks as specified in the SOW and Schedule of Deliverables and Due Dates of this Agreement under the direction of the CAM. All activities are on an as-needed basis.

B. Background

The purpose of the energy R&D programs is to benefit ratepayers by funding clean energy technology projects that promote greater electricity reliability, lower costs, and increased safety, among other benefits. In addition to providing ratepayer benefits, funded projects must lead to technological advancement and breakthroughs to overcome the barriers that prevent the achievement of the State of California's statutory energy goals.

- The EPIC program is an electricity ratepayer surcharge established by the California Public Utilities Commission (CPUC) in December 2011, and renewed through December 31, 2030. EPIC projects under the three program areas of Applied Research and Development, Technology Demonstration and Deployment, and Market Facilitation must fall within one of the general focus areas ("strategic objectives") identified in the CEC's EPIC Investment Plan and within one or more specific focus areas ("funding initiatives") identified in the plan. Examples of EPIC funding initiatives include, but are not limited to:
 - Non-Variable Renewable Energy
 - Variable Renewable Energy
 - Clean, Dispatchable Resources
 - Grid Modernization
 - Distributed Energy Resources Integration and Load Flexibility
 - Transportation Electrification
 - Industrial Decarbonization
 - Building Decarbonization
 - Entrepreneurial Support
 - Scaling Clean Energy Technology
 - Climate Resiliency
 - Environmental Sustainability
- The Gas R&D program is a gas ratepayer surcharge established by the CPUC as enacted in 2000 by Assembly Bill 1002. In 2004, the CPUC issued Decision 04-08-010, designating the CEC as the research fund administrator. Gas R&D projects fall within one or more funding initiatives identified in the CEC's Gas R&D Budget Plan. Examples of funding initiatives include, but are not limited to:
 - Targeted Gas System Decommissioning
 - Decarbonization of Gas End Uses
 - Energy Efficiency
 - Entrepreneur Development

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C. Agreement Structure

The CAM oversees the management and administration of this Agreement as specified under Task 1 in this SOW. The administrative budget and expenses for Task 1 are directly applied to the executed Agreement (Contract), and therefore, does not require a formal Project Authorization (PA) or a Work Authorization (WA). This Agreement includes defined technical support projects (PAs), in which the project scope will be essentially the same for each work request; however, any work under this task will not be undertaken by the Contractor unless given prior written authorization by the CAM through a written PA. In addition, this Agreement includes other technical support projects in which the project scope will vary for each work request, and any work under these tasks shall not be undertaken by the Contractor unless authorized by the CAM through a written agreement (WAs) that specifies the project tasks, deliverables, schedule, and costs. WAs must be signed by both the CAM and Contractor and approved by DGS before any work can begin. A CEC Project Manager (PM) works with the Contractor, in consultation with the CAM, to manage defined WAs and PAs executed under this Agreement.

All work performed by the Contractor under the technical tasks identified in this SOW will be requested and authorized by the CAM on an as-needed basis. Therefore, work will depend on the demand for service. As demand is uncertain, there will be no guarantee of work for the Contractor or any Subcontractor.

Authorized Budget Expense Categories

Authorized expenses for agreement management, technical PAs and WAs must be directly related to completing the Task activities in this Agreement as defined in this scope of work and each authorization, and may include:

- Direct Labor
- Fringe Benefits
- Travel (All travel requires prior written approval by the CAM.)
- Equipment
- Materials and Miscellaneous
- Subcontracts
- Indirect Costs and Profit

D. Goals and Objectives of Agreement

Agreement Goals

The primary goal of this Agreement is to obtain a wide range of expert assistance with the technical tasks identified in this scope to support the ongoing research programs administered by the CEC's ERDD. The CAM will engage the Contractor's expertise and seek responsive service and high-quality deliverables to meet critical due dates that support ongoing program research activities. Technical assistance will be sought for activities across diverse energy research programs and initiatives.

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Agreement Objectives

The objective of this Agreement is to obtain timely expertise and requested services and deliverables in the evaluation of technical projects; development, design, management, and review of a variety of support activities; and general project management to administer this Agreement. Expert services are needed in the following areas:

- Agreement Management
- Buildings End-Use Energy Efficiency
- Industrial, Agriculture, and Water End-Use Energy Efficiency
- Renewable Energy Technologies
- Energy-Related Advanced Generation
- Energy-Related Environmental Research
- Energy Technology Systems Integration
- Energy-Related Transportation
- Market Facilitation
- Cross-Cutting Program Support Activities, including California Environmental Quality Act Review and Assessment

Selection of Contractor and Subcontractor Personnel for Work Authorizations and Project Authorizations

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.

III. 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/PAs under this Agreement. All work for Project Authorizations and 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

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officially begin. The administrative budget and expenses for Task 1 are directly applied to the executed contract, therefore, does not require a formal PA or 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

- 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.

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- 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.

○ **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.

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- 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.

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*)

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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.

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.

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- 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.

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.

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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

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:
 - Complete the Progress Report Format Attachment for the recommended specifications or format as specified by the CAM to include cumulative summaries of funds invoiced under required categories such as DVBE and CBE, and highlight any issues or concerns with meeting the committed amounts for those categories, including recommendations for resolving any barriers.
 - 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.
 - Provide a synopsis of the project progress, including accomplishments, problems, milestones, deliverables, schedule, fiscal status, and any evidence of progress such as photographs.

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- 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 PM 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

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, or Other Requested Template 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

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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

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:

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- 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 AND PROJECT AUTHORIZATIONS

Subtask 1.8 Work Authorizations and Project Authorizations

The goal of this subtask is to develop and manage all technical and budgetary aspects of WAs and PAs (WA/PA) in accordance with the requirements of this Agreement for work to be performed under Tasks 2 through 6.

The Contractor shall:

- Help prepare WA/PA in accordance with the Agreement requirements.
 - All terms and conditions included in the executed Agreement shall apply to WAs/PAs, as applicable.
 - The WA/PA format and content shall be specified by the CAM.
 - The WA/PA 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/PAs and to prepare the Final Report.
 - Submit all required *WA/PA Documents* to the CAM.
- Administer WA/PA as applicable:
 - Establish and maintain contractual agreements with entities performing work.
 - Develop project schedules.
 - Manage Subcontractor activities in accordance with the Agreement terms and conditions.
 - 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/PA.
 - Immediately report any significant variances affecting performance of WA/PA 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/PA and remaining unallocated balances.
- Monitor and track each WA/PA in relation to the overall Master Agreement.
 - Provide updated *Project Schedules*, as needed, and monitor each WA/PA for timely and satisfactory deliverables.

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- Determine the fiscal status of each WA/PA individually and in relation to the Master Agreement.
- Prevent cost overruns and personnel resource issues.
- Track the start, progress, and closure of each WA/PA.

Deliverables:

- WA Documents
- PA Documents
- Updated Project Schedules

IV. TECHNICAL TASKS

*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. **Subtask 1.1 (Deliverables)** describes the procedure for submitting deliverables to the CAM.*

TASK 2: PROPOSAL REVIEWS

(Project Authorization)

The goal of this task is to review and evaluate agreement project proposals submitted for R&D Program solicitations for specific qualifications, including but not limited to:

- Technical merit and need, technical approach, impacts and benefits to California investor-owned utility ratepayers, team qualifications, technical and financial capabilities and resources, budget and cost effectiveness, loaded versus unloaded rates, and assessment of the company’s financial strength and stability.

Assignments for Task 2 will require a written and CAM-approved PA before any work can officially begin. WAs are not required for Task 2. The Contractor needs to be familiar with the solicitation requirements, applicable research program guiding documents such as investment plans, and applicable programmatic legislation when reviewing project proposals.

All work performed under Task 2 must be completed and approved by the due dates as specified in each PA approved by the CAM. Work assignments under Task 2 must have an end date no later than 60 days prior to the Agreement term end date.

To the extent that a proposal contains confidential information that has been designated by the CEC as confidential under 20 CCR sections 2505 - 2509, the CEC will not provide that information to the Contractor and/or Subcontractors. However, this does not prohibit the work under Subtask 2.1 where the CEC may provide proposal materials to the Contractor and/or Subcontractors that must be treated as confidential during the evaluation period until the release of the NOPA.

Subtask 2.1 Prepare Technical Reviews

The goal of this subtask is to provide technical reviews of project proposals (for grants or contracts) on an as-needed basis per the CAM’s written request. The Contractor will assist the CEC’s Evaluation Committee by providing a written assessment on whether

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the technical and cost components of a project proposal meet the Proposal Evaluation Criteria relevant to a particular solicitation. The Contractor will not score proposals but will provide technical advice to CEC scorers. The specific degree of effort for each request may vary and there will be no guarantee of work for the Contractor or any Subcontractor under this task. Additionally, work cannot be guaranteed for each request submitted by the CAM if adequate expertise is not available within the necessary timeframe.

The Contractor shall:

- Provide, in response to CAM requests, a *Completed Project Authorization Form*, to include:
 - Estimated budget required for the reviews expected.
 - Team list of technical reviewers with relevant subject-matter expertise for the specified proposal, current resumes for each proposed review, a cover letter briefly describing their qualifications specific to the proposed work (optional upon CAM's request), and estimated work hours needed.
- Coordinate with the Solicitation Manager to finalize the list of technical reviewers and estimated time needed for completion of the proposal reviews.
- Provide the following completed and signed from the approved Technical Reviewers:
 - CEC-105 Conflicts of Interest
 - CEC Non-Disclosure Agreement
 - CEC Technical Reviewer Guidelines
- Prepare and provide written *Technical Reviews of Proposals*. Review proposals and provide written comments and/or completed forms on the technical and cost components of proposals. Reviews should focus on how well a proposal meets the scope and requirements of the solicitation and on the strengths and weaknesses of a proposal based on the relevant Proposal Evaluation Criteria.
- Provide immediate response to CEC questions regarding proposal reviews.

The CAM shall:

- The CAM will provide the Contractor with a *Draft Project Authorization Form* that includes:
 - Access to the Solicitation Manual, a list of Areas of Expertise needed to conduct the proposal review, the total number of proposals expected to be reviewed, and the necessary timeline for proposal review completion for each technical review request.
- Review the *Completed Project Authorization Form* from the Contractor and coordinate with the Contractor to finalize the team members, estimated time needed for completion of the proposal reviews, and estimated budget.
- Provide a *Signed Project Authorization Form* to the Contractor.
- Provide the Contractor with applicable proposal evaluation criteria on the *Technical Review Form* to be completed for each proposal review.
- Provide Contractor with the *Non-disclosure Form*, *CEC-105 Conflict of Interest*, *Technical Reviewer Guidelines to be completed and returned*.
- Work with the CAO to provide the Contractor with the *List of Applicants* and the *Proposals to be Reviewed*.

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Contractor Deliverables:

- Completed Project Authorization Form
- Signed CEC-105 Conflicts of Interest for each Technical Reviewer
- Signed CEC Non-Disclosure Agreement for each Technical Reviewer
- Signed CEC Technical Reviewer Guidelines for each Technical Reviewer
- Technical Reviews of Proposals (including proposal review forms if applicable) for each Technical Reviewer

CAM Deliverables:

- Draft Project Authorization Form
- Signed Project Authorization Form
- CEC-105 Conflicts of Interest Form
- CEC Non-Disclosure Agreement Form
- Technical Reviewer Guidelines
- Technical Review Form
- List of Applicants
- Proposals to be Reviewed

Subtask 2.2 Evaluate Project Financing

The goal of this subtask is to provide support in reviewing financial documents and prepare a *Risk and Debt Assessment Report* summarizing various companies' financial stability and ability to complete the proposed project and to meet match fund requirements, if applicable. To the extent possible, the *Risk and Debt Assessment Report* shall include Contractor's assessment of the company's financial health, including a determination of whether the company is at risk for bankruptcy. No confidential financial information will be provided to the Contractor or any Subcontractors under this Agreement.

The Contractor shall:

- Review financial documents, such as tax and cash flow analyses, to assess applicants' solvency.
- Review risk assessment of the reliability, safety, and performance of various companies based on their financial statuses.
- Create and submit a Risk and Debt Assessment Report to include Contractor's assessment of the company's financial health, including a determination of whether the company is at risk for bankruptcy. These Reports will only contain public information.

Deliverables:

- Risk and Debt Assessment Report

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TASK 3: PROJECT FINAL REPORT EDITING AND FORMATTING

(Project Authorization)

The goal of this task is to provide technical editing and formatting of project final reports that adhere to CEC requirements.

Assignments for Task 3 will require a written and CAM-approved PA before any work can officially begin. WAs are not required for Task 3.

All work performed under Task 3 must be completed and approved by the due dates as specified in each PA approved by the CAM. Work assignments under Task 3 must have an end date no later than 60 days prior to the Agreement term end date.

The Contractor Shall:

- Review, edit, and format energy research project final reports.
- Perform technical editing and formatting as directed by the PM, for Project Final Reports to comply with the ERDD's Technical Report Template, and Technical Editing Guide.
- Perform technical editing and formatting to comply with required federal and state standards for digital accessibility compliance under Section 508 of the Rehabilitation Act of 1973, California Government Code Section 11546.7 (formerly AB 434), and Web Content Accessibility Guidelines 2.1 (and any subsequent), as well as adhering to CEC's guidelines for publishing on the CEC web site, as directed by the PM. This includes creating, checking, and remediating content for digital compliance following CEC standards and through expertise with Adobe Acrobat Pro, Excel, PDF, PowerPoint, Word (and other Microsoft products), zipped files, and utilizing tools such as Screen Reader, Nonvisual Desktop Access (NVDA) and Color Contrast Analyser (CCA).
- Address any requested revisions from the PM or publications team in the work products.
- Provide Updated Technical Guidance Documents when requested by ERDD's PM or publications team, which includes but is not limited to instructions and examples for editors.

Deliverables:

- Project Final Reports (draft and final)
- Updated Technical Guidance Documents (draft and final)

**TASK 4: CROSS-CUTTING PROGRAM SUPPORT – RESEARCH PROJECTS
PLANNING AND EVALUATION AND TECHNICAL SUPPORT ACTIVITIES
(Work Authorization)**

The goal of this task is to provide a variety of technical support activities to assist ERDD's energy research programs to plan for, assess, complete, and disseminate results for projects.

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All work under Task 4 shall only be undertaken when authorized by the CAM and DGS through a WA. Activities under this task are on an as-needed basis, and the project scope will vary for each work request. Written WAs shall include a detailed budget and scope which defines the goals and objectives, tasks, deliverables, and project schedule.

All work performed under Task 4 must be completed and approved by the due dates as specified in each WA approved by the PM. Work authorizations under Task 4 must have an end date no later than 60 days prior to the Agreement term end date.

Subtask 4.1 Technical Review Assistance

The goal of this subtask is to obtain assistance with review of technology funded by the CEC's ERDD programs, including participation in panels, workshops and related meetings.

The Contractor shall:

- Review technology transfer plans developed by EPIC project awardees resulting from EPIC agreements and make suggestions for improvements to increase marketability and commercialization of the funded technology. Prepare and provide Technology Transfer Plan Reviews.
- Review production readiness plans developed by EPIC project awardees resulting from EPIC agreements and make recommendations for improvements to increase marketability and cost competitiveness of the technology and submit Production Readiness Plan Reviews.
- Submit Technical Assessments for Energy Commission Reports after conducting technical assessments of CEC-funded technology and energy development issues for possible inclusion in CEC reports.
- Prepare and provide Presentation Materials for Meetings to be used by the Contractor's team and CEC staff for participation in independent review panels, workshops, and other meetings relating to technology and energy development issues.
- Participate in independent review panels, workshops, and other meetings relating to technology and energy development issues. Prepare and provide Meeting Summaries, Results, and Recommendations resulting from the meetings.

Deliverables:

- Technology Transfer Plan Reviews (draft and final)
- Production Readiness Plan Reviews (draft and final)
- Technical Assessments for Energy Commission Reports (draft and final)
- Presentation Materials for Meetings (draft and final)
- Meeting Summaries, Results, and Recommendations (draft and final)

Subtask 4.2 Prepare Feasibility Studies

The goal of this subtask is to assist the CEC with objectively defining the strengths and weaknesses of the CEC's proposed future research, assessments of existing research projects for related follow-on research phases, or program directions. The Contractor will conduct studies that include resources required, costs and values, barriers, and

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other relevant criteria to determine the prospects for success of various program funding opportunities and programmatic directions.

The Contractor shall:

- Prepare and provide Feasibility Study Reports that provide sufficient information to make informed decisions about further pursuit of proposed projects or programs. The information required will be specified by the CAM, in consultation with the PM, and may include but not be limited to: analysis of critical energy infrastructures and energy resources, energy resource and energy demand compatibility assessment, technology assessment, lab and field testing, technology comparisons, economic and financial analysis, institutional considerations, technical and environmental considerations, and time schedules.

Deliverables:

- Feasibility Study Reports (draft and final)

Subtask 4.3 Appraisal, Removal, Storage, and Transportation of Equipment

The goal of this subtask is to assist the CEC with appraising the value of and feasibility of transferring and storing equipment previously used in CEC R&D projects, as well as to remove, transport, or store the equipment.

The Contractor shall:

- Conduct independent appraisals for the salvage, competitive sale, removal, and storage of equipment previously used in CEC R&D projects.
- Develop and provide an *Equipment Appraisal Report*, which shall include but not be limited to: itemized list of equipment and description, value of equipment, cost of moving, requirements for sale, and hazardous material analysis.
- Develop and provide an *Equipment Removal Feasibility Study* that provides adequate information detailing the feasibility, cost and logistics for removal, transportation, and storage of equipment, including any potential environmental impacts.
- Per the PM's authorization, remove, transport, install, or store equipment as defined in the *Equipment Removal Feasibility Study*.
- Prepare and provide Documentation on Transferring Equipment, which shall include but not be limited to: itemized list of equipment and description, value of equipment, cost of transportation, method of transportation, and pick-up and delivery locations and dates.

Deliverables:

- Equipment Appraisal Report
- Equipment Removal Feasibility Study (draft and final)
- Documentation on Transferring Equipment

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Subtask 4.4 Develop and Edit Technical Reports and Outreach Materials

The goal of this subtask is to assist the CEC in developing and editing a wide range of technical reports and materials suitable for its R&D program events, including, reports on program activities and project results to be provided to the California Public Utilities Commission, Investor-Owned Utilities, legislators, stakeholders, and the public. Documents posted on the CEC's public website must comply with federal and state standards for Digital Accessibility Compliance which are: Section 508, California Government Code Section 11546.7 (formerly AB 434), and Web Accessibility Standards (WCAG) 2.1 (and any subsequent). CEC has developed guidelines for implementing the federal and state standards and Contractors shall follow the same level of compliance.

The Contractor shall:

- Develop and edit Program Materials and Technical Reports for R&D activities and technical projects consistent with the CEC Style Manual, reference manuals, or other requirements as specified by the CEC. Program Materials may include, but not be limited to: informational reports, technical reports, case studies, program templates, administrative guidelines, presentations, graphic design materials, photographic materials, brochures, project fact sheets, press releases, and newsletter articles. With PM approval, Program Materials may be made available for distribution or presentation at workshops, conferences, press releases, other public meetings, and web postings.
- Assist CEC staff with technical editing of a variety of Program Materials and technical reports.
- Format Program Materials in compliance with accessibility requirements.
- Produce short Project Videos that are suitable for web posting.

Deliverables:

- Technical Reports (draft and final)
- Program Materials (draft and final)
- Project Videos

TASK 4.5: California Environmental Quality Act Review and Assessment

The goal of this task is to assist staff with preparing CEQA analysis and documentation for R&D projects. When the CEC considers funding R&D projects, including proposals and amendments, it may need to prepare environmental review documents, including but not limited to an exemption, initial study, negative declaration, environmental impact report, 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). The Contractor, under the direction of CEC staff, will perform more complex and detailed CEQA assessments and activities including, but not limited to, the following activities.

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The Contractor shall:

- Provide a Preliminary CEQA Project Assessment after reviewing and assessing R&D project or amendment proposals, 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 geographic information systems and aerial information systems analysis and mapping services.
 - Conduct site surveys and field assessments.
- Prepare Environmental Impact Analysis and Related Documents, such as a Notice of Exemption, an Initial Study, a Mitigated Negative Declaration, an Environmental Impact Report, a Notice of Preparation, and a Notice of Determination, including an analysis of project alternatives, if necessary, etc.
- Analysis and assessment will consider potential impacts in the resource areas listed in CEQA Guidelines Appendix G, as well as coastal resources, fisheries, lands adjacent to California Native American Tribal 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 current Tribal Consultation Policy.
- 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.
- Develop and present 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
- Presentations and Meeting Materials
- CEQA Project Analysis Files

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**TASK 5: CROSS-CUTTING PROGRAM SUPPORT – EVENT PLANNING AND MANAGEMENT
(Work Authorization)**

The goal of this task is to plan, produce, and manage events on key topics affecting California's energy sector, including but not limited to annual symposiums, forums, and other stakeholder engagement workshops.

All work under Task 5 shall only be undertaken when authorized by the CAM and DGS through a WA. Activities under this task are on an as-needed basis, and the project scope will vary for each work request. Written WAs shall include a detailed budget and scope which defines the goals and objectives, tasks, deliverables, and project schedule. All work performed under Task 5 must be completed and approved by the due dates as specified in each WA approved by the CAM and PM. Work authorizations under Task 5 must have an end date no later than 60 days prior to the Agreement term end date.

Events will be strategically located throughout California and held in-person and/or virtually to encourage broad and diverse participation, including in under-resourced communities, including disadvantaged, low-income, and California Native American tribal communities. Events will provide opportunities for stakeholders to 1) learn how CEC research projects are contributing towards achieving California's clean energy goals; 2) discuss innovative solutions for technology development, the costs and barriers to implementing technology advancements, and how to support adoption of successful technologies, and 3) learn about available CEC research funding opportunities.

Events will be one-to-two-day events with multiple concurrent sessions/tracks throughout morning and afternoon sessions, focusing on a variety of topics and showcasing CEC-funded research, development, demonstration, and deployment efforts and technologies. These events will facilitate greater communication, collaboration, and information sharing among stakeholders working to advance energy technologies and strategies that benefit California's IOU ratepayers and the general public while building awareness of the CEC's investments in innovation.

- Raise the visibility and profile of the CEC's energy research programs
- Increase interest/uptake in CEC-funded technologies and companies
- Facilitate networking/relationship-building among attendees
- Enlist key stakeholder audiences/market segments into CEC energy research programs
- Raise collective knowledge of stakeholders across disciplines around key challenges, opportunities, and trends

Examples of event topics include but are not limited to:

- High-level goals of each program
- Development of zero-net energy buildings in disadvantaged communities
- Saving water and energy to increase California's drought resiliency
- Wildfire mitigation
- Decarbonization and electrification

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- Preferred resource flexibility needs to support and integrate 60 percent renewable energy by 2030
- Energy storage targets, including long-duration energy storage
- Strategies to commercialize microgrids
- Offshore wind implementation

Task 5.1: Plan Event

The goal of this subtask is to identify and prepare all details and logistics in advance of each event. The elements of this subtask are critical to the successful administration of public events. The Contractor will perform listed activities and submit listed deliverables as applicable for each event.

The Contractor shall:

- Coordinate and/or participate in regular event planning conference calls with the PM and provide *Meeting Notes for Planning Calls*.
- Coordinate with PM to plan all aspects of the overall structure and format of events, including any applicable networking sessions.
- Prepare a *Draft Event Agenda* for PM review.
- Submit a draft *List of Potential Venues or Online Platforms* to the PM for consideration.
 - The list should include information on available dates (if applicable), the different in-house services/amenities, which external vendor services will be needed or recommended, and all applicable costs for consideration and final approval.
- Prepare a *List of Potential Keynote Speakers* in coordination with the PM.
- Prepare a draft *List of Potential Session Topics with Speakers* in coordination with the PM and incorporate PM feedback in the final list.
- Invite and confirm all event participants (e.g., speakers, panelists, emcees, etc.), as authorized by the PM. Prepare and update a *List of Participant RSVPs* for each event.
- Develop and manage attendee registration with online platform (e.g., Eventbrite, CVENT, etc.), as authorized by the PM.
- If Contractor will collect attendee registration information such as names, phone numbers and emails for CEC, then Contractor must:
 - Submit signed *Information Security Program Plan Attestation* that Contractor has an Information Security Program Plan (ISPP) that meets the minimum requirements as stated in SAM 5300 and any other applicable law. CAM will provide ISPP Attestation form.
 - Submit signed *Non-Disclosure Agreements* (NDAs) from Contractor and Subcontractor employees prior to the sharing of confidential information with the employees. CAM will provide NDA form.
 - Contractor shall ensure that all individuals employed by Contractor or a Subcontractor who will have access to confidential information take an annual security awareness training and submit the *Employee Security Awareness Training Certificates*.

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- Submit a *Destruction and Verification Plan* for the destruction of collected confidential information and personal information at agreement end (or when work is completed).
- Plan and conduct walkthroughs of potential forum venues, upon PM request.
- Contractor should consult with the PM and CAM when planning for any rental contract over \$250,000, which requires competitive bidding and shall not include food costs. CAM will then consult with CEC Chief Counsel's Office. Rental agreements for conventions or conference facilities over \$250,000 require competitive bidding. Rental agreements shall not include food costs.
- Once the PM has approved the venue, vendors, and relevant costs, execute the necessary agreements. This shall include, but not be limited to:
 - Execute the relevant rental agreements with the venue, licenses or subscriptions for online event platforms, and contracts for any necessary audio/visual (A/V) technology vendors and internet service companies and verify web conferencing and/or livestreaming capability, after consultation with the PM. Provide *Copies of Executed Rental, Digital Platform License or Subscription, and Other Agreements* with symposium vendors.
 - Note on A/V equipment: If it is more economical to purchase equipment once rather than rent for each event, it is preferred that A/V equipment be purchased (with PM prior written approval). If A/V equipment is purchased, the CEC shall own the A/V equipment (whether the value is over or under \$5,000). Contractor shall deliver ownership of the A/V equipment to the CEC at the end of the agreement term. See Exhibit D, paragraph 17.
 - When CEC-owned livestreaming equipment is available, the contractor shall use the CEC equipment rather than renting.
 - Contractor should assume livestreaming equipment and operations will be used for all portions of the events, unless otherwise directed by the PM.
- Conduct at least one test run for all online event platforms and/or A/V equipment with PM and other CEC or venue staff, addressing any technical issues that are identified, until everything is operating correctly.

Deliverables:

- Meeting Notes for Planning Calls
- Draft Event Agenda
- List of Potential Venues or Online Platforms
- List of Potential Keynote Speakers (draft and final)
- List of Potential Session Topics with Speakers (draft and final)
- List of Participant RSVPs
- Copies of Executed Rental, Digital Platform License or Subscription, and Other Agreements
- Signed Non-disclosure Agreement (if applicable)
- Signed Information Security Program Plan Attestation Form (if applicable)
- Employee Security Awareness Training Certificates (if applicable)
- Destruction and Verification Plan (if applicable)

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Task 5.2: Develop and Distribute Event Materials

The goal of this subtask is to identify and prepare the necessary materials needed in advance of each event. The elements of this subtask are considered the framework for building a successful public event. The Contractor will perform listed activities and submit listed deliverables as applicable for each event.

The Contractor shall:

- Prepare a Final Event Agenda addressing comments and edits from the PM.
- Develop a Marketing Plan to promote each event. Incorporate any additional comments and edits from CEC's Media and Public Communications Office, when requested. The marketing plan may include, but not be limited to:
 - Information on speakers, panel topics, and venue or online platform.
 - Ideas to leverage publicity and increase attendance, including email announcements and social media posts.
 - Identification of target stakeholder groups for each event, with strategies to drive engagement and participation.
- Work with PM to design signage and branding for the event materials. Incorporate any additional comments and edits from CEC's Media and Public Communications Office and/or Web Team, when requested.
 - Prepare Event Announcements for each event (e.g., email announcements, "Save the Date" announcements, Listserv Notifications, and social media posts).
 - Prepare Event Invitations to be sent to participants for each event for PM review.
 - Prepare Event Program as requested by the PM.
- Design and test the Event Online Platform for each event in coordination with the PM. The platform shall include the following features:
 - Event overview
 - Interactive agenda
 - Speakers' bios
 - Links to social media and CEC webpages
 - FAQs and/or Tech Support
 - Additional interactive features (e.g., participant profiles, virtual networking, virtual exhibit hall, attendee surveys, polls, chat rooms, etc.)
- Write Event Guidelines for Participants. Guidelines will include any necessary logistical information to access the event venue or online platform and instructions and best practices for moderating, emceeing, and/or participating in a panel.
- Prepare a List of Session Moderator Questions for each event session.
- Conduct phone calls with speakers, panel members, moderators, and emcees that include:
 - Event details, schedule, and guidelines
 - Panel formats, panel questions, and other "run of show" logistics for panel session.
- Request and manage the live presentations from speakers and panelists, as necessary.

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- Obtain CAM approval before purchasing any necessary supplies or materials for event that are approved in the Agreement budget (e.g., name badges).
- Prepare Emcee Script for each event,
- Conduct at least one dry run with the PM and any relevant A/V vendors or support staff, as necessary, to ensure the software and equipment is working smoothly and address any issues that are discovered, as necessary. Prepare a Dry Run Issues Summary to capture any issues identified and the agreed-upon solutions for addressing each one, as necessary.
- Prepare an Event Survey for post-forum feedback from attendees.

Deliverables:

- Final Event Agenda (draft and final)
- Event Marketing Plan (draft and final).
- Event “Save the Date” Announcement (draft and final)
- Other Email Announcements as applicable (draft and final)
- Social Media Posts (draft and final)
- Event Invitations (draft and final)
- Event Program (draft and final)
- Event Guidelines for Participants (draft and final)
- List of Session Moderator Questions (draft and final)
- Emcee Script (draft and final)
- Dry Run Issues Summary
- Event Survey (draft and final)

Task 5.3: Plan Event Outreach

The goal of this subtask is to identify and prepare the necessary steps needed in advance of each event. This subtask is critical to developing diverse and broad event attendance. The Contractor will perform listed activities and submit listed deliverables as applicable for each event.

The Contractor shall:

- Conduct outreach according to the relevant event Marketing Plan, including any final pre-event outreach requested by the PM.
- Submit a List of RSVPs for Speakers Networking Event.
- Submit a Summary of Outreach Recipients, including names of individuals, networking lists, and listserv groups that were sent email announcements for each event.
- Summarize pre-event outreach in *Monthly Outreach Report*.

Deliverables:

- List of RSVPs for Speakers Networking Event (draft and final)
- Summary of Outreach Recipients (draft and final)
- Monthly Outreach Report (draft and final)

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Task 5.4: Execute Day-of-Event Activities

The goal of this subtask is to identify and execute day-of event activities for each event. The Contractor will perform listed activities and submit listed deliverables as applicable for each event.

The Contractor shall:

- Broadcast live online audio and video streaming to the Internet for webcast presentations of conferences, workshops, meetings, and other activities
- Provide archival streaming services
- Provide Window Media Files of streamed proceedings
- Archive all proceedings
- Set up, test, and run (if applicable) A/V and video streaming equipment.
- Produce and record a high-quality, live streaming video broadcast using web-based software for remote attendees.
- Conduct day-of registration.
- Check in all pre-registered/newly registered attendees.
- Submit final List of Pre-Registered Event Attendees, based on online registrations.
- Manage networking opportunities for entrepreneurs, investors, and stakeholders.
- Maintain and troubleshoot A/V equipment onsite.
- Serve as liaison and coordinator with venue personnel and CEC staff.
- Manage and conduct the set-up of equipment and materials in each area of the facility to ensure everything is ready before the event begins.
- Manage and conduct tear down of equipment and materials and clean-up of the facility at end of event (if applicable).

Deliverables:

- Final List of Pre-Registered Event Attendees
- Window Media Files

Task 5.5: Manage Post-Event Activities

The goal of this subtask is to identify the steps necessary to assess and evaluate each event. The Contractor will perform listed activities and submit the listed deliverables as applicable for each event.

The Contractor shall:

- Submit Event Video Broadcast Recording on a digital storage device.
- Submit post-event deliverables in an Event Summary Handbook, which may include and not be limited to the following items, as directed by the PM:
 - Final Total Number of Event Attendees, based on online registrations
 - List of Event Attendees and their information (both online and in-person attendees)
 - Written Summary of Event Panel Discussions, Speaker Presentations, and Highlights

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- Event Survey Questions, Distribution List, and Survey Results
- Materials used to produce each event
- If attendee confidential information and personal information was collected by Contractor, delete information and submit *Verification of Destruction of the Confidential Information and Personal Information*.

Deliverables:

- Event Video Broadcast Recording
- Event Summary Handbook (draft and final)
- Verification of Destruction of the Confidential Information and Personal Information (if applicable)

TASK 6: CROSS-CUTTING PROGRAM SUPPORT – ENERGY RESEARCH AND TECHNOLOGY, AND TECHNICAL SUPPORT TRAININGS
(Work Authorization)

The goal of this task is to provide industry expert training to CEC staff in various energy-related areas of applied research and development, energy technologies, environmental sciences, market analysis, and other program activities supporting clean energy systems to reinforce existing competencies, increase knowledge, and develop new skills through online lectures, online demonstrations, informational materials, or in-person class sessions.

Activities under this task are on an as-needed basis, and the project scope will vary for each work request. Work will be done through written WAs that include a detailed budget and define the goals and objectives, tasks, deliverables, and project schedule. All work under Task 6 shall only be undertaken when authorized by the CAM and DGS through a WA.

All work performed under Task 6 must be completed and approved by the due dates as specified in each WA approved by the CAM and PM. Work authorizations under Task 6 must have an end date no later than 60 days prior to the Agreement term end date.

The Contractor shall:

- Collaborate with the PM to plan training sessions and materials for requested energy-related topics, as well as other related program activities as needed.
- Design Training Presentation materials in various electronic formats for each training module, including but not limited to training presentations in MS PowerPoint with formal lecture script, pre-recorded lectures in MP4 files, training manuals in MS Word, and materials in other formats as requested and approved by the PM.
- Collaborate with subject matters experts to create training content as applicable for each training module.
- Schedule, present, and host training sessions in various formats, including but not limited to online lectures, online demonstrations, pre-recorded lectures, in-person classes, and other formats as requested and approved by the PM.
- Conduct a post-presentation Q&A session online in MS Teams or in an in-person class, as requested by the PM.

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- Provide a written Document of Q&As from the training sessions and from written responses to additional questions submitted to the Trainer.
- Develop an online training survey (i.e., Survey Monkey) requesting anonymous feedback and provide results to the PM.
- Provide a Summary of Survey Results for each training session.

Deliverables:

- Training Presentation materials in electronic format in MS PowerPoint, MS Word, pre-recorded lectures in MP4 files, and other approved formats (draft and final)
- Written Document of Q&As (draft and final)
- Online Training Survey
- Summary of Survey Results (draft and final)

V. PROJECT SCHEDULE

Please see the attached Excel spreadsheet.