



**CALIFORNIA  
ENERGY COMMISSION**



**California Energy Commission  
January 21, 2025 Business Meeting  
Backup Materials for ADM Associates Incorporated**

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

**[PROPOSED]**

**RESOLUTION NO: 25-121-06**

**STATE OF CALIFORNIA**

**STATE ENERGY RESOURCES  
CONSERVATION AND DEVELOPMENT COMMISSION**

**RESOLUTION: ADM Associates Incorporated**

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

**RESOLVED**, that the CEC approves agreement 400-24-001 with ADM Associates Incorporated for a \$5,555,790 contract to provide technical support services for both the existing CEC Benchmarking Program and the implementation proceeding in Senate Bill (SB) 48 (Becker, Chapter 378, Statutes of 2023). Benchmarking Program support will focus on process and compliance improvements, while SB 48 implementation support will focus on stakeholder engagement and practical demonstration analyses of real building performance; 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 January 21, 2025.

AYE:

NAY:

ABSENT:

ABSTAIN:

Dated:

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Kristine Banaag  
Secretariat



## CONTRACT REQUEST FORM (CRF)

### A. New Agreement Number

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

New Agreement Number: 400-24-001

### B. Division Information

1. Division Name: Efficiency Division
2. Agreement Manager: Elizabeth Butler
3. MS-28
4. Phone Number: (916) 232-9018

### C. Contractor's Information

1. Contractor's Legal Name: ADM Associates Incorporated
2. Federal ID Number: 94-2564794

### D. Title of Project

Title of project: Building Energy Performance Strategy Report & Benchmarking Support

### E. Term and Amount

1. Start Date: 02/01/2025
2. End Date: 01/31/2027
3. Amount: \$5,555,790

### 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: 01/21/2025
4. Consent or Discussion? Discussion
5. Business Meeting Presenter Name: Elizabeth Butler
6. Time Needed for Business Meeting: 5 minutes.
7. The email subscription topic is: 1-Building Energy Use Benchmarking and Public Disclosure Program; 2-Building Performance Standards; 3-Decarbonization Topics; 4-Efficiency Topics; 5-Energy Efficiency Program for Existing Buildings; and 6-Solicitations, Awards, and Funding Workshops Announcements.

### Agenda Item Subject and Description:

**ADM Associates Incorporated.** Proposed resolution approving agreement 400-24-001 with ADM Associates Incorporated for a \$5,555,790 contract to provide technical support services for both the existing CEC Benchmarking Program and the implementation proceeding in Senate Bill (SB) 48 (Becker, Chapter 378, Statutes of 2023). Benchmarking Program support will focus on process and compliance improvements, while SB 48 implementation support will focus on stakeholder engagement and practical demonstration analyses of real building performance. (General Fund) Contact: Elizabeth Butler (Staff Presentation: 5 minutes)



## G. California Environmental Quality Act (CEQA) Compliance

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

No

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”:

Agreement will not cause direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment because: its purpose is to obtain technical support services for the CEC Benchmarking Program and CEC Senate Bill 48 (SB 48, 2023) implementation proceeding.

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

#### a) Agreement **IS** exempt?

No

#### Statutory Exemption?

No

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: None

CCR section number: None

#### Categorical Exemption?

No

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: None

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

No

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

Not applicable

#### 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



STATE OF CALIFORNIA  
CALIFORNIA ENERGY COMMISSION

Contract Request Form  
CEC-94 (Revised 01/2024)

Additional Documents	Applies
Environmental Impact Report	No
Statement of Overriding Considerations	No
None	Yes

**H. Is this project considered "Infrastructure"?**

No

**I. 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
DAV Energy Solutions, Inc.	\$161,532
ENERlite Consulting, Inc.	\$279,566
SourceOne Communications	\$31,607
Edward L. Vine	\$30,300 (match)

**J. 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

**K. 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
General Fund (Assembly Bill 102)	FY 2023-24	400.002	\$5,555,790

**TOTAL Amount:** \$5,555,790

R&D Program Area: Not applicable

Explanation for "Other" selection: Not applicable

Reimbursement Contract #: Not applicable

Federal Agreement #: Not applicable



## L. Contractor's Contact Information

### 1. Contractor's Administrator/Officer

Name: Sasha Baroiant  
Address: 3239 Ramos Circle  
City, State, Zip: Sacramento, CA 95827-2501  
Phone: (916) 216-7939  
E-Mail: [sasha@admenergy.com](mailto:sasha@admenergy.com)

### 2. Contractor's Project Manager

Name: Sasha Baroiant  
Address: 3239 Ramos Circle  
City, State, Zip: Sacramento, CA 95827-2501  
Phone: (916) 216-7939  
E-Mail: [sasha@admenergy.com](mailto:sasha@admenergy.com)

## M. Selection Process Used

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

Selection Process	Additional Information
Competitive Solicitation #	RFP-24-401, # of bids 4
Non-Competitive Bid ( <i>Attach DGS-GSPD-09-007</i> <a href="https://www.dgs.ca.gov/PD/Forms">https://www.dgs.ca.gov/PD/Forms</a> )	Not applicable
Exempt	Not applicable

## N. 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

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

The contractor is a certified: SB

## P. Civil Service Considerations

- Not Applicable (Agreement is with a CA State Entity or a membership/co-sponsorship)? No
- 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: 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? Urgent and temporary.

**Justification:**

This technical support contract will provide access to specialist experts in the narrow field of building performance strategy and policy implementation, and benchmarking compliance improvement that are not available within State service.

**Q. 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

**R. Retention**

Is Agreement subject to retention? Yes

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

**S. Justification of Rates**

This was a competitive solicitation and cost points were 30% of the total score. The rates provided are consistent with industry standards

**T. Disabled Veteran Business Enterprise Program (DVBE)**

Provide requested additional information.

1. Exempt (Interagency/Other Government Entity): No

2. Meets DVBE Requirements DVBE: Yes

Amount: \$193,139 DVBE %: 3.48%

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".

SourceOne Communications and DAV Energy Solutions, Inc.

4. Contractor selected through CMAS or MSA with no DVBE participation: No

5. Requesting DVBE Exemption (attach CEC 95): No



**U. Miscellaneous Agreement Information**

1. Will there be Work Authorizations? No
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? No
6. Is the Agreement, with amendments, longer than three years? If yes, why? No

**V. 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	Yes
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:** Elizabeth Butler

**Approval Date:** 11/20/2024

**Branch Manager:** Devla Singh

**Approval Date:** 12/2/24

**Deputy Director:** Scott Blunk

**Approval Date:** 12/2/2024



## **EXHIBIT A**

### **Scope of Work**

#### **PURPOSE**

The purpose of this Agreement is for an experienced Contractor team to provide technical support services for both the existing California Energy Commission (CEC) Benchmarking Program and the implementation proceeding in Senate Bill 48 (Becker, Chapter 378, Statutes of 2023) (SB 48). Benchmarking Program support will focus on process and compliance improvements, while SB 48 implementation support will focus on both stakeholder engagement and practical demonstration analyses of real building performance.

#### **BACKGROUND/PROBLEM STATEMENT**

California faces numerous climate change-induced challenges such as wildfires, heat waves, and droughts. These challenges impact the health and safety of residents, the reliability of energy systems, and the economy of the State. Buildings in California use nearly 70 percent (70%) of the State's electricity and are responsible for about 25 percent (25%) of the State's greenhouse gas (GHG) emissions, when including fuel used in buildings (such as electricity and gas for heating, cooling, lighting, and cooking) and emissions from refrigerants. With 4.5 million multi-family units and over seven (7) billion square feet of commercial buildings in the State, ensuring buildings continue to operate efficiently after construction, and pursuing opportunities to improve energy performance when possible while in use, will be key to meeting the State's climate and sustainability goals.

For almost twenty (20) years California has studied, planned, and acted to reduce the emissions of GHGs and the impacts of climate change through the energy, transportation, natural lands, agricultural, and industrial sectors. State law and policy have signaled a clear commitment to a just and equitable transition to carbon neutrality by 2045, and the State's research and development efforts are advancing innovative technologies and methods to deepen emissions reductions and reduce costs. The CEC has taken bold steps to reduce emissions in buildings through statewide regulations such as the Building Energy Efficiency Standards, Appliance Efficiency Standards, Flexible Demand Appliance Standards, Load Management Standards, and minimum requirements for electric vehicle supply equipment in new buildings. The Governor has set a goal of three (3) million climate-ready and climate-friendly homes by 2030 and seven (7) million by 2035, supplemented by six (6) million heat pumps by 2030.

The California Air Resources Board (CARB) has authority under Assembly Bill 32 (Núñez, Chapter 488, Statutes of 2006) and subsequent related legislation to regulate GHG emissions. State law makes CARB the lead agency for developing the State Implementation Plan and approving air quality management plans developed by regional air districts based on relevant air quality authorities. In 2015, Senate Bill 350

## **EXHIBIT A**

### **Scope of Work**

(De León, Chapter 547, Statutes of 2015) added requirements for a comprehensive program to double the State's building energy efficiency savings by 2030 and introduced an emphasis on emissions reduction in the electricity sector through integrated resource planning. Further, an array of State affordable housing finance programs and local government powers over safety, land use, and utility concession help advance building decarbonization.

California Public Resources Code (PRC) section 25402.10 authorizes the Building Energy Benchmarking Program, which requires the owners of commercial buildings with more than 50,000 square feet of gross floor area, as well as the owners of multifamily residential buildings with more than 50,000 square feet of gross floor area and seventeen (17) or more utility accounts to report energy usage and building characteristic information annually to the State. Seven (7) cities have a local benchmarking program that supersedes the State requirements (Berkeley, Brisbane, Chula Vista, Los Angeles, San Diego, San Francisco, and San José). The building performance data reported to the State is available for public review and geospatial analysis on the CEC's Building Energy Use Disclosure and Public Benchmarking Program Dashboard. This data demonstrates that there is a wide range of performance and room for significant improvement amongst large buildings in the State.

Within California, the City of Chula Vista adopted the first building performance standards in 2021. Seven (7) other cities (Berkeley, Los Angeles, Sacramento, San Diego, San Francisco, Santa Monica, and West Hollywood) and one (1) county (the County of Los Angeles) are working on building performance policies and have signed onto the National Building Performance Standards (BPS) Coalition, which comprises a nationwide group of state and local governments that have committed to inclusively designing and implementing building performance policies and programs in their jurisdictions. The State signed onto the BPS Coalition in 2022.

SB 48 introduced PRC 25402.16(b), which requires the CEC, in consultation with CARB, the California Public Utilities Commission (CPUC), and the Department of Housing and Community Development (HCD), to "...develop a strategy for using benchmarking data to track and manage the energy usage and emissions of greenhouse gases of covered buildings in order to achieve the State's goals, targets, and standards..." This presents an opportunity for a comprehensive public analysis of building performance metrics, policies, and enforcement mechanisms to support California's climate, equity, and energy goals.

To implement SB 48, the CEC plans to undertake a comprehensive process including a series of public workshops and meetings to engage a range of stakeholders and provide opportunities for both interactive and written comments. CEC will produce at least one (1) draft report and consider additional stakeholder input and feedback to generate a

## **EXHIBIT A**

### **Scope of Work**

final version. The final report is required to be adopted by the CEC on or before July 1, 2026, and then submitted to the Legislature on or before August 1, 2026, along with "...recommendations for further legislative action that would help achieve the objectives..." [see PRC 25402.16(f)(1)].

#### **GOALS AND OBJECTIVES OF THE AGREEMENT**

The primary goals and objectives of the benchmarking tasks in this Agreement are to:

- Improve the benchmarking compliance rate; and
- Streamline the benchmarking process.

The primary goals and objectives of the SB 48 implementation support tasks in this Agreement are to:

- Ensure all statutorily required stakeholders are meaningfully involved in the implementation process; and
- Research and document example pathways for accomplishing the recommended building performance metrics and targets in real buildings.

#### **ACRONYMS/GLOSSARY**

Specific acronyms and terms used throughout this Scope of Work (SOW) are defined as follows:

<b>ACRONYMS &amp; TERMS</b>	<b>DEFINITION</b>
CAM	Commission Agreement Manager, which is the CEC staff person who manages and oversees agreements after execution
CARB	California Air Resources Board
CEC	California Energy Commission
CPUC	California Public Utilities Commission
DVBE	Disabled Veteran Business Enterprise
GHG	Greenhouse Gas
HCD	Housing and Community Development
ISPP	Information Security Program Plan
MS	Microsoft
NDA	Non-Disclosure Agreement
PDF	Adobe Portable Document Format

## EXHIBIT A

### Scope of Work

ACRONYMS & TERMS	DEFINITION
PM	Program Manager
PRC	Public Resources Code
SAM	State Administrative Manual
SB 48	Senate Bill 48 (Becker, Chapter 378, Statutes of 2023)
SOW	Scope of Work
State	State of California

### **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.

### **INCIDENTAL SERVICES**

The Contractor shall provide incidental services to support the technical tasks that the CEC will undertake to update, develop, and implement in the general topic areas listed below. Technical Tasks 2-7 provide more detailed task activities for these areas:

- Graphic Design/Document Support for reports and other deliverables related to the CEC Benchmarking Program and SB 48 implementation proceeding.
- Public Outreach and Communication/Marketing/Public Relations/Program Development necessary to complete the goals of this Agreement.

### **DRAFT AND FINAL DELIVERABLES/REPORTS**

The Contractor may be required to produce several iterations of draft deliverables to incorporate CEC's comments and edits. A deliverable is considered final when the Commission Agreement Manager (CAM) or designated technical project contact indicates in writing that the deliverable is considered final. When creating reports, the Contractor shall use and follow, unless otherwise instructed in writing by the CAM or designated technical project contact, the following:

- [Energy Commission Style Manual: Fourth Edition](https://www.energy.ca.gov/publications/2020/style-manual-fourth-edition-used-california-energy-commission-staff-lead) located at (https://www.energy.ca.gov/publications/2020/style-manual-fourth-edition-used-california-energy-commission-staff-lead).
- [Consultant Report Template](https://www.energy.ca.gov/media/2216) located at (https://www.energy.ca.gov/media/2216).

The CEC typically requires the submission of products in an electronic format. If a hard copy deliverable is required, each final hard copy deliverable shall be delivered as one

## **EXHIBIT A**

### **Scope of Work**

(1) original, reproducible, 8 ½" by 11", camera-ready master in black ink, unless otherwise directed by the CAM or designated technical project contact. Illustrations and graphs shall be sized to fit an 8 ½" by 11" page and readable if printed in black and white.

### **ELECTRONIC FILE FORMAT**

The Contractor shall submit all required data and documents as products 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.

Unless otherwise specified by the CAM or designated technical project contact, the following describes the accepted formats of electronic data and documents provided to the CEC as Agreement products and establishes the computer platforms, operating systems, and application versions that will be required to review and approve all application products.

- Data sets shall be in MS Access or MS Excel file format (version 2016 or later).
- PC-based text documents shall be in MS Word file format (version 2016 or later).
- Documents intended for public distribution shall be in Adobe Portable Document Format (PDF) file format, with the native file format provided as well.
- Project management documents shall be in a file format specified by the CAM or designated technical project contact.

### **PRIMARY TASKS**

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

<b>TASK #</b>	<b>TASK NAME</b>
1	Agreement Management
2	Building Performance Strategy Stakeholder Outreach and Engagement
3	California Building Performance and Decarbonization Field Study
4	Assess the Benchmarking Program and Develop a Roadmap for Benchmarking Program Compliance Improvements
5	Assess Benchmarking Data Quality and Recommend Methods for Improving Benchmarking Data Quality

## EXHIBIT A

### Scope of Work

TASK #	TASK NAME
6	Improve Benchmarking Program Outreach and Engagement Strategies
7	Contingencies and Additional Topic Areas for the Benchmarking Program and SB 48 Implementation Proceeding

#### **TASK 1: AGREEMENT MANAGEMENT**

A maximum of 10 percent (10%) of the total Agreement budget will be allocated for this task. The Contractor will be required to perform contract management and administrative duties to manage the Agreement. The Contractor shall also ensure sufficient time and attention is spent on this task by an experienced and qualified dedicated administrative staff person. At the discretion of the CAM, meetings, briefings, and discussions may be held via conference call, MS Teams, or Zoom.

The goal of this task is to provide for overall administrative management of the contract by the Contractor. In addition to the specific tasks below, the Contractor's Program Manager (PM) is responsible for directing the work performed by the Contractor Team to meet the objectives of the contract.

The PM is also responsible for ensuring the quality and timely delivery of all deliverables, both technical and administrative from the Contractor Team. The PM will be the primary point of contact for the Contractor Team and is responsible for oversight of all work under this contract. The PM is also responsible for managing all subcontractor work, including ensuring quality products, enforcing subcontractor Agreement provisions, and in the event of failure of the Subcontractor to satisfactorily perform services, recommending solutions to resolve the problem.

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

#### **SUBTASK 1.1: 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, designated technical project contact, and other appropriate CEC staff. The CAM will designate the specific location. The Contractor shall include its PM, Contracts Administrator, Accounting Officer, and others designated by the CAM in this meeting. The administrative and technical aspects of this Agreement will be discussed at the meeting.

## **EXHIBIT A**

### **Scope of Work**

- If necessary, prepare an updated Schedule of Deliverables based on the decisions made in the kick-off meeting.
- Provide an Information Security Program Plan (ISPP) for CEC review and approval, as well as submit a signed ISPP Attestation Form confirming that Contractor has an ISPP that meets the minimum requirements as stated in State Administrative Manual (SAM) 5300 and any other applicable law.
- Submit signed Non-Disclosure Agreement (NDA) Forms from Contractor and Subcontractor employees prior to the sharing of confidential information with the employees.
- 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 to the CAM. Contractor and Subcontractors shall not invoice for the time spent attending security awareness training.
- If necessary, provide the information necessary for the CAM to complete a Form 805 identifying any individuals designated as consultants. Note that individuals designated as consultants under this contract must file a Form 700. The Contractor and Subcontractors shall not invoice for the time spent filing the Form 700. For additional information, see the Sample Standard Agreement (Attachment 8) Terms and Conditions.

#### **The CAM shall:**

- Arrange the meeting including scheduling the date and time.
- Provide an agenda to all potential meeting participants prior to the kick-off meeting.
- Provide the ISPP Attestation Form.
- Provide the NDA Form.
- Complete the Form 805 (if necessary).

#### **Contractor Subtask Deliverables:**

- An updated schedule of deliverables (if applicable)
- ISPP and signed ISPP Attestation Form
- Signed NDAs
- Employee Security Awareness Training Certificates
- Form 700 (for individuals designated as consultants)

## **EXHIBIT A**

### **Scope of Work**

#### **SUBTASK 1.2: PROGRAM MEETINGS AND BRIEFINGS**

The goal of this subtask is to ensure direct collaboration with CEC staff, staff of other public agencies, and participating external stakeholders throughout the completion of Tasks 2 through 7, and to disseminate information to all parties as needed.

##### **The Contractor and Subcontractor(s) shall:**

- At the request of the CEC's CAM, be available for meetings or to provide written or verbal program briefings to the CEC's staff or others. The cost of meetings requested specifically by the Contractor shall be borne solely by the Contractor. At the discretion of the CAM, meetings, briefings, and discussions may be held via conference call, MS Teams, or Zoom. If requested by the CAM, prepare meeting notes to capture issues, action items, and feedback.

The CEC expects to hold no less than one (1) program briefing meeting per month.

##### **Contractor Subtask Deliverables:**

- Meeting notes to capture issues, action items, and feedback (if applicable).

#### **SUBTASK 1.3: INVOICES**

The goal of this subtask is to ensure accurate and timely payment for work performed under the contract.

##### **The Contractor shall:**

- Prepare invoices for all reimbursable expenses incurred performing work under this Agreement in compliance with the Exhibit B of the Terms and Conditions of the Agreement.
  - Invoices shall be submitted with the same frequency as progress reports (Subtask 1.4).
  - Invoices must be submitted to the CEC's Accounting Office no later than fifteen (15) calendar days after the end of the monthly invoicing period.

##### **The CAM shall:**

- Provide the format for the invoices.

##### **Contractor Subtask Deliverables:**

- Monthly invoices



## **EXHIBIT A**

### **Scope of Work**

#### **SUBTASK 1.4: PROGRESS REPORTS**

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

##### **The Contractor shall:**

- Prepare monthly progress reports that align with the monthly invoices that summarize all Agreement activities conducted by the Contractor for the monthly reporting period, including an assessment of the ability to complete the Agreement within the current budget, Disabled Veteran Business Enterprise (DVBE) participation (if applicable), and any anticipated cost overruns. The Contractor shall provide the CAM a plan to remedy any anticipated cost overruns, as well as provide burn rate estimates to the CAM, upon request.

Each progress report is due no later than fifteen (15) calendar days after the end of the monthly reporting period.

##### **The CAM shall:**

- Provide the format for the progress reports.

##### **Contractor Subtask Deliverables:**

- Monthly progress reports

#### **SUBTASK 1.5: MANAGE SUBCONTRACTORS**

The goal of this task is to manage Subcontractors' quality control activities.

##### **The Contractor shall:**

- The Contractor is responsible for the quality of all Subcontractor work.
- Establish and maintain subcontract agreements.
- Enforce subcontract provisions and manage Subcontractor activities in accordance with the Agreement Terms and Conditions.
- In the event of Subcontractor failure to perform, recommend solutions to resolve the problem.
- When new Subcontractors are added, the Contractor shall ensure that: 1) The new Subcontractors comply with the Terms and Conditions of the Agreement, and 2) Notify the CAM who will follow the CEC's process for adding or replacing Subcontractors. Subcontractors must be added to this Agreement prior to beginning any work.

## **EXHIBIT A**

### **Scope of Work**

#### **SUBTASK 1.6: FINAL MEETING**

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

##### **The Contractor shall:**

- Meet with CEC staff prior to the term end date of this Agreement. The CAM will designate the specific location. At the discretion of the CAM, meetings, briefings, and discussions may be held via conference call, MS Teams, or Zoom. The CAM and Contractor PM will attend this meeting. The CAM will determine any additional appropriate meeting participants. The administrative and technical aspects of Agreement closeout will be discussed at the meeting.
- Present findings, conclusions, and recommended next steps (if any) for the Agreement.
- Prepare a written document of meeting agreements and unresolved activities.
  - 1) Prepare a schedule for completing the closeout activities for this Agreement, based on determinations made within the meeting.
  - 2) Submit attestation that confidential information was destroyed at Agreement end (or when work is complete).

##### **Contractor Subtask Deliverables:**

- Written documentation of meeting agreements
- Closeout activities completion schedule
- Findings, conclusions, and recommendations
- Attestation that confidential information was destroyed at Agreement end (or when work is complete)

#### **TASK 2: BUILDING PERFORMANCE STRATEGY STAKEHOLDER OUTREACH AND ENGAGEMENT**

The goals of this task are to assess stakeholder engagement with the SB 48 implementation process and engage with stakeholders to obtain feedback on stakeholder engagement. The Contractor shall engage with all stakeholders (per PRC section 25402.16(d) et. seq.) to facilitate improvements in engagement for the remainder of the proceeding.

##### **The Contractor shall:**

- Revise the Stakeholder Contact List.

## **EXHIBIT A**

### **Scope of Work**

- Review the Stakeholder Contact List prepared by CEC staff and provide recommendations for improvement.
- Update the list with current contact information and a summary of proceeding participation.
- Obtain feedback from CEC staff and revise the list as necessary.
- Prepare an Outreach Assessment Plan and Schedule.
  - Develop and facilitate a series of stakeholder engagement and information gathering meetings to collect input on the Draft California Building Energy Performance Strategy Report.
  - Ensure all stakeholder groups identified in PRC section 25402.16(d) are included in these engagement sessions.
  - Obtain feedback from CEC staff and revise the plan and schedule as necessary.
- Draft an Outreach Assessment Report.
  - Conduct outreach to all stakeholders to inquire about proceeding participation and ways to improve engagement.
  - Survey representative stakeholders from all groups specified in PRC section 25402.16(d) to confirm successful engagement.
  - Identify any stakeholder engagement gaps and submit recommendations to CEC staff for correcting those gaps.
  - Confirm CEC compliance with PRC section 25402.16(d).
  - Meet with CEC staff to discuss the analysis and recommendations.
  - Obtain feedback from CEC staff and revise the report as necessary.
- Create a Stakeholder Engagement Facilitation Plan and Schedule for the Draft California Building Energy Performance Strategy Report.
  - Obtain comments from CEC staff and revise the plan as necessary.

#### **Contractor Task Deliverables:**

- Revised Stakeholder Contact List
- Outreach Assessment Plan and Schedule
- Outreach Assessment Report

## **EXHIBIT A**

### **Scope of Work**

- Stakeholder Engagement Facilitation Plan and Schedule for the Draft California Building Energy Performance Strategy Report

### **TASK 3: CALIFORNIA BUILDING PERFORMANCE AND DECARBONIZATION FIELD STUDY**

The goal of this task is to develop and conduct a field study of representative buildings within California to provide case study examples of real buildings complying with building performance pathways that achieve California's goal of zero carbon by 2045.

#### **The Contractor shall:**

- Identify one (1) representative covered building in each of the following four (4) categories as example that will be the subject of data collection and analysis to demonstrate a building performance compliance path. Covered buildings are subject to the benchmarking requirements.
  - Multifamily
  - Office
  - Retail
  - Supermarket
- Submit descriptions and justifications of the example buildings identified for each of the four (4) categories to CEC staff for approval. At a minimum, include the following in the descriptions:
  - Climate Zone
  - Utility Territory
- Obtain written approval from each of the four (4) (minimum) identified building owners to collect data from the building and use the building as a public example.
- Develop a Model Compliance Plan for each building that demonstrates successful retrofit to zero carbon by 2045.
  - Gather onsite data to characterize the present conditions of each building.
  - Meet with CEC staff to present the proposed plan for each building.
  - Obtain comments from CEC staff and revise the plans as necessary.
- Describe each Model Compliance Plan in a summary report, including alternatives to address potential difficulties.

## **EXHIBIT A**

### **Scope of Work**

- Summarize each proposed Model Compliance Plan and analysis of each building in a document (1-2 pages) intended to educate building owners and policy makers.
- Obtain comments from CEC staff and revise the summary reports as necessary.

#### **Contractor Task Deliverables:**

- Descriptions and justifications of example buildings identified for each of the four (4) categories.
- Written approval from each of the four (4) (minimum) identified building owners.
- Model Compliance Plan for each of the four (4) (minimum) identified buildings.
- Model Compliance Plan Summary Report for each of the four (4) (minimum) identified buildings.

#### **TASK 4: ASSESS THE BENCHMARKING PROGRAM AND DEVELOP A ROADMAP FOR BENCHMARKING PROGRAM COMPLIANCE IMPROVEMENTS**

The goals of this task are to 1) assess the effectiveness of the current Benchmarking Program compliance improvement activities; and 2) develop a roadmap of implementable actions that can be performed by staff to increase the compliance of the Benchmarking Program.

The deliverable for this task will be an analysis report of the Benchmarking Program. Included in this report will be an assessment of current program efforts to increase compliance, root cause analyses of barriers that submitters face while completing their reports, assessments of other benchmarking programs efforts to increase compliance, and a road map of implementable steps to increase compliance.

#### **The Contractor shall:**

- Identify barriers to successful completion of benchmarking reports. This assessment should identify and include root cause analyses of issues that benchmarking submitters face while performing their benchmarking reports and should consider all stakeholders involved in the benchmarking process.
- Evaluate the activities and compliance rates of other Benchmarking Programs to identify their program status. Identify and document the activities that each jurisdiction has performed to increase their compliance and include a percentage of increase that each activity yielded. Provide lessons learned and best practices from each jurisdiction. Consider the maximum achieved compliance reporting rate and what mechanisms were used to improve the rate.

## **EXHIBIT A**

### **Scope of Work**

- Develop a roadmap of implementable recommendations that can be performed by CEC staff and include estimated compliance improvement percentages for each recommendation. This roadmap should consider additions or modifications to CEC regulatory language and recommendations for how to implement enforcement of CEC regulations.
- Obtain comments from CEC staff and revise analysis report and road map as necessary.

#### **Contractor Task Deliverables:**

- Analysis Report and Road Map for Benchmarking Program Compliance Improvements

#### **TASK 5: ASSESS BENCHMARKING DATA QUALITY AND RECOMMEND METHODS FOR IMPROVING BENCHMARKING DATA QUALITY**

The goals of this task are to 1) assess and improve the quality of benchmarking data; and 2) provide recommendations based on repeatable methodology and practices.

The deliverables for this task will be 1) a technical report to assess the current state of benchmarking program data quality against industry standards and recommendations to improve data quality; and 2) well documented and commented Python programming scripts to show how the analysis of the benchmarking data was performed.

#### **The Contractor shall:**

- Analyze benchmarking data quality and compare it against industry standards for accuracy and completeness.
- Provide the benchmarking data quality review methodology in a knowledge transfer format that will enable CEC staff to repeat future data quality analysis.
- Provide recommendations for improving benchmarking data quality based on current software applications. These recommendations should consider data management and processing.
- Obtain feedback from CEC staff and revise the technical report as necessary.

#### **Contractor Task Deliverables:**

- Technical Report for the Analysis of Benchmarking Data and Recommendations
- Python scripts used to perform analysis of benchmarking data.

#### **TASK 6: IMPROVE BENCHMARKING PROGRAM OUTREACH AND ENGAGEMENT STRATEGIES**

## **EXHIBIT A**

### **Scope of Work**

The goal of this task is to provide Benchmarking Staff with contact information for relevant stakeholder engagement. This task should consider the goals and lessons learned from Task 4.

The deliverable for this task will be an Excel workbook with two (2) worksheets. The first worksheet will provide a list of contact information, while the second worksheet will provide a list of meeting opportunities.

#### **The Contractor shall:**

- Provide contact information for individuals and relevant groups, boards, associations, trade groups, or other bodies that represent building owners that are subject to the Benchmarking Program. The fields included in this contact list should include but may not be limited to the following: Name, Organization, Title/Role, Email Address, Physical Mailing Address, Phone Number, Website, and Other Relevant Notes.
- Identify and provide information for relevant stakeholder engagement meetings, conferences, discussions, or other opportunities to speak with individuals and groups referenced in the above bullet.
- Obtain feedback from CEC staff and revise the Excel workbook as necessary.

#### **Contractor Task Deliverables:**

- Excel workbook with two (2) worksheets
  - One (1) worksheet to list contact information
  - One (1) worksheet to list single and recurring meeting opportunities.

### **TASK 7: CONTINGENCIES AND ADDITIONAL TOPIC AREAS FOR THE BENCHMARKING PROGRAM AND SB 48 IMPLEMENTATION PROCEEDING**

The Contract team shall assist with work to develop program components beyond what is specifically described in Tasks 2-6 related to technical support for the CEC Benchmarking Program and SB 48 implementation proceeding. The work in this task is expected to include, but not be limited to, the following:

- Providing technical expertise to conduct unexpected research and analysis needed to develop program components as they arise throughout the Agreement period.
- Delivering general knowledge transfer to CEC staff.

## EXHIBIT A

### Scope of Work

#### AGREEMENT DELIVERABLES

<b>TASK #</b>	<b>DELIVERABLES</b>	<b>DUE DATES</b>
<b>1</b>	<b>Agreement Management</b>	
<b>1.1</b>	<b>Kick-Off Meeting</b>	
	An updated schedule of deliverables (if applicable)	Five (5) business days after the Kick-Off Meeting
	ISPP and signed ISPP Attestation Form	Thirty (30) calendar days after the Kick-Off Meeting
	Signed NDAs from Contractor and Subcontractor employees	Thirty (30) calendar days after the Kick-Off Meeting
	Employee Security Awareness Training Certificates	Thirty (30) calendar days after the Kick-Off Meeting
	Form 700 (for individuals designated as consultants)	Thirty (30) calendar days after the Kick-Off Meeting
<b>1.2</b>	<b>Program Meetings and Briefings</b>	
	Meeting notes to capture issues, action items, and feedback	As needed
<b>1.3</b>	<b>Invoices</b>	
	Invoices	Monthly
<b>1.4</b>	<b>Progress Reports</b>	
	Progress reports	Monthly
<b>1.6</b>	<b>Final Meeting</b>	
	Written documentation of meeting agreements and unresolved activities	Five (5) business days after the Final Meeting



## EXHIBIT A

### Scope of Work

<b>TASK #</b>	<b>DELIVERABLES</b>	<b>DUE DATES</b>
<b>1.6</b>	<b>Final Meeting</b>	
	Schedule for completing closeout activities	Five (5) business days after the Final Meeting
	Findings, conclusions, and recommendations	Ten (10) business days after the Final Meeting
	Attestation that confidential information was destroyed at Agreement end (or when work is complete)	Agreement end date
<b>2</b>	<b>Building Performance Strategy Stakeholder Outreach and Engagement</b>	
	Revised Stakeholder Contact List	Agreement start date + 40 business days
	Outreach Assessment Plan and Schedule	Agreement start date + 60 business days
	Outreach Assessment Report	Agreement start date + 60 business days
	Stakeholder Engagement Facilitation Plan and Schedule for the Draft California Building Energy Performance Strategy Report	Agreement start date + 100 business days
<b>3</b>	<b>California Building Performance and Decarbonization Field Study</b>	
	Descriptions and justifications of example buildings identified for each of the four (4) categories	Agreement start date + 60 business days

## EXHIBIT A

### Scope of Work

<b>TASK #</b>	<b>DELIVERABLES</b>	<b>DUE DATES</b>
<b>3</b>	<b>California Building Performance and Decarbonization Field Study</b>	
	Written approval from each of the four (4) (minimum) identified building owners	Agreement start date + 80 business days
	Model Compliance Plan for each of the four (4) (minimum) identified buildings	Agreement start date + 120 business days
	Summary Model Compliance Plan for each of the four (4) (minimum) identified buildings	Agreement start date + 120 business days
<b>4</b>	<b>Assess the Benchmarking Program and Develop a Roadmap for Benchmarking Program Compliance Improvements</b>	
	Analysis Report and Road Map for Benchmarking Program Compliance Improvements	Agreement start date + 180 business days
<b>5</b>	<b>Assess Benchmarking Program Data Quality and Recommend Methods for Improving Benchmarking Program Data Quality</b>	
	Technical Report for the Analysis of Benchmarking Data and Recommendations	Agreement start date + 180 business days
	Python scripts used to perform analysis of benchmarking data	Agreement start date + 180 business days

**EXHIBIT A**  
**Scope of Work**

<b>TASK #</b>	<b>DELIVERABLES</b>	<b>DUE DATES</b>
<b>6</b>	<b>Improve Benchmarking Program Outreach and Engagement Strategies</b>	
	Excel workbook with two (2) worksheets <ul style="list-style-type: none"><li>• One (1) worksheet to list contact information</li><li>• One (1) worksheet to list single and recurring meeting opportunities</li></ul>	Agreement start date + 200 business days