



**CALIFORNIA  
ENERGY COMMISSION**



**California Energy Commission  
April 10, 2025 Business Meeting  
Backup Materials for Guidehouse Inc.**

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: 25-0410-03d**

**STATE OF CALIFORNIA**

**STATE ENERGY RESOURCES  
CONSERVATION AND DEVELOPMENT COMMISSION**

**RESOLUTION: Guidehouse Inc.**

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

**RESOLVED**, that the CEC approves agreement 300-24-002 with Guidehouse Inc. for up to \$20,000,000. Guidehouse Inc. will provide support and guidance on the administrative monitoring, reporting, compliance, and auditing support requirements associated with federal funding received by the CEC through the Infrastructure Investment and Jobs Act and the Inflation Reduction Act. Funding of this agreement is contingent upon the CEC's receipt and continued availability of Federal funding; 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 April 10, 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: 300-24-002

### B. Division Information

1. Division Name: Exec
2. Agreement Manager: Reta Ortiz
3. MS-43
4. Phone Number:

### C. Recipient's Information

1. Contractor's Legal Name: Guidehouse Inc.
2. Federal ID Number: 36-4094854

### D. Title of Project

Title of project: Compliance, Monitoring, and Reporting Support for Federal Funding on IRA and IIJA

### E. Term and Amount

1. Start Date: 4/21/2025
2. End Date: 4/30/2027
3. Amount: \$20,000,000.00

### 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: 4/10/2025
4. Consent or Discussion? Consent
5. Business Meeting Presenter Name: Reta Ortiz
6. Time Needed for Business Meeting: 0 minutes.
7. The email subscription topic is: Research (Energy RD&D / PIER program).

#### Agenda Item Subject and Description:

**Guidehouse Inc.** Proposed resolution approving agreement 300-24-002 with Guidehouse Inc. for up to \$20,000,000 and adopting staff's recommendation that this action is exempt from CEQA. Guidehouse will provide support and guidance on the administrative monitoring, reporting, compliance, and auditing support requirements associated with federal funding received by the Energy Commission (CEC) through the Infrastructure Investment and Jobs Act and the Inflation Reduction Act. Funding of this agreement is contingent upon CEC's receipt and continued availability of Federal funding. (Federal funding) Contact: Reta Ortiz.



## G. 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?

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?

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: Cal. Code Regs., tit. 14, § 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.

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. This proposed project fits within this exemption because it will provide support to CEC staff in a variety of technical areas involving information and data gathering, evaluation of requirements, assistance with compliance, and provides support for future audits. The project activities are primarily office-based and performed on computers and include identification and compliance assistance with federal funding requirements, developing training on federal compliance and reporting requirements, providing management support and guidance on federal reporting and subrecipient monitoring, financial management practices for federal awards, and technical assistance related to the evaluation of potential subrecipients.



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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. This proposed project fits within this exemption because it will not involve any construction or construction-related activities, and the activities will be primarily conducted in an office setting using computers. Project activities include identification and compliance assistance with federal funding requirements, developing training on federal compliance monitoring and reporting requirements, and providing management support and guidance on federal reporting and subrecipient monitoring, financial management practices for federal awards, and technical assistance related to the evaluation of potential subrecipients.

Additionally, this project will not impact an environmental resource of hazardous or critical concern where designated, precisely mapped, and officially adopted pursuant to law by federal, state, or local agencies; does not involve impacts on any particularly sensitive environment; does not involve any cumulative impacts of successive projects of the same type in the same place that might be considered significant; does not involve unusual circumstances that might have a significant effect on the environment; will not result in damage to scenic resources within a highway officially designated as a state scenic highway; the project site is not included on any list compiled pursuant to Government Code section 65962.5; and the project will not cause a substantial adverse change in the significance of a historical resource. Therefore, none of the exceptions to categorical exemptions listed in CEQA Guidelines section 15300.2 apply to this project, and this project will not have a significant effect on the environment.

- b) Agreement **IS NOT** exempt.  
**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

H. 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



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Subcontractor Legal Company Name	Budget
Viridis Consulting LLC	\$ TBD
GC Green, Incorporated	\$ TBD
Sugarpine Engineering Inc.	\$ TBD

**I. 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

**J. 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
TBD - awarded federal funds	TBD	303.FED	\$20,000,000

**TOTAL Amount: \$20,000,000**

R&D Program Area: EO: General

Explanation for "Other" selection Not applicable

Reimbursement Contract #: Not applicable

Federal Agreement #: Not applicable

**K. Contractor's Contact Information**

**1. Contractor's Administrator/Officer**

Name: Amul Sathe

Address: 101 California St Ste 4100

City, State, Zip: San Francisco, CA 94111-5886

Phone: 415-399-2180

E-Mail: amul.sathe@guidedhouse.com

**2. Contractor's Project Manager**

Name: Warren Wang

Address: 101 California St Ste 4100



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City, State, Zip: San Francisco, CA 94111-5886

Phone: 213-618-9019

E-Mail: [wwang@guidehouse.com](mailto:wwang@guidehouse.com)

**L. Selection Process Used**

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

Selection Process	Additional Information
Competitive Solicitation #	RFP-24-301
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

**M. 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

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

No.

**O. 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
- 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



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The following applies to the contract services: 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?

Not applicable.

**Justification:**

The services involved in this agreement require knowledge and highly-specialized technical expertise. Some of the federal compliance areas that CEC must monitor for compliance include: Davis-Bacon prevailing wage law and payroll record tracking; Build America/Buy America compliance and waiver process; National Historical Preservation Act coordination with California programmatic agreement; and National Environmental Policy Act process and reporting. Federal funding compliance is not an area familiar to CEC. This work will only occur during the life of the Subrecipient grant agreements on a schedule that we cannot currently predict. In addition, the extraordinary volume of federal funds is outside CEC's ability to manage, given existing knowledge of federal standards. Some work will occur intermittently with the timing and volume of the work variable, given that the influx of the federal grant funds is unpredictable. Lastly, this agreement intends to instruct the contractor to train CEC staff on the process and requirements for handling federal funds, however it is not anticipated to fully staff a federal compliance unit with CEC staff due to the works complexity.

**P. 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.

**Q. Retention**

Is Agreement subject to retention? Yes.

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

**R. Justification of Rates**

Rates provided were scored via a competitive bid process and were in line with previous support contracts with the Energy Commission.

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

Provide requested additional information.

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

2. Meets DVBE Requirements DVBE.

Amount: \$ 0.00 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".

DVBE Subcontractors: Sugarpine Engineering Inc. and GC Green, Incorporated





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4. Contractor selected through CMAS or MSA with no DVBE participation No.
5. Requesting DVBE Exemption (attach CEC 95) No.

**T. Miscellaneous Agreement Information**

1. Will there be Work Authorizations? Yes.
2. Is the contractor providing confidential information? Yes.
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?

Yes. This contract will assist the CEC meeting the federal compliance and monitoring requirements for the IRA and IJA awards. The programs that will be funded from these awards anticipates funding for up to 10 years and will require additional time to close-out these agreements. This contract allows up to 12 years with amendments to complete tasks.

**U. 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:** Reta Ortiz

**Approval Date:** 02/27/2025

**Deputy Director:** Angela Gould

**Approval Date:** 02/28/2025

**Director:** Jonah Steinbuck (*delegated to Deputy Director*)



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**Approval Date:** 2/28/2025

**Exhibit A**  
**Scope of Work**  
**Guidehouse Inc.**

**I.TASK ACRONYM/TERM LISTS**

Task #	Task Name
1	Agreement Management
2	Federal Compliance Training Support
3	Project Compliance Support
4	Financial Management
5	Evaluation of Subrecipients
6	Federal Reporting
7	Oversight Requirements
8	Audit Support
9	Modification of Performance Period and Closeout

**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.
BABA	Build America, Buy America Act
CAM	Commission Agreement Manager
CAO	Commission Agreement Officer
Contractor	Guidehouse Inc.
CPR	Critical Project Review
CEC	California Energy Commission
DGS	Department of General Services
IIJA	Infrastructure Investment and Jobs Act
IRA	Inflation Reduction Act
NEPA	National Environmental Policy Act
PM	Project Manager
SOW	Scope of Work
State	State of California
WA	Work Authorization

## **Exhibit A**

### **Scope of Work**

#### **Guidehouse Inc.**

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

### **A. Purpose of Agreement**

The purpose of this Agreement is to provide assistance with the administrative monitoring, reporting, compliance, and auditing requirements associated with federal funding received by the California Energy Commission (CEC) through the Infrastructure Investment and Jobs Act<sup>1</sup> (IIJA), also known as the Bipartisan Infrastructure Law (BIL), and the Inflation Reduction Act (IRA)<sup>2</sup>.

### **B. Background**

As the state's primary energy policy and planning agency, the CEC plays a critical role in creating the energy system of the future - one that is clean, safe, affordable, and reliable. In support of these efforts, the CEC is pursuing and administering multiple clean energy funding opportunities made available through the IIJA and IRA. Through these federal funding opportunities, the CEC will further its mission to create a clean, affordable, and equitable clean energy future for all.

### **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, therefore, does not require a formal authorization form.

This Agreement includes technical support tasks under Tasks 2 through 9. Any work under these tasks will not be undertaken by the Contractor unless first authorized in a written document called a "Work Authorization" (WA) that specifies the project tasks, deliverables, schedule, and budgeted costs. WAs must be signed by both the CAM and Contractor and approved by the Department of General Services (DGS) before any work can begin.

- The CEC Project Manager (PM) works with the Contractor, in consultation with the CAM, to manage defined technical support WAs. All work performed by the Contractor under Tasks 2 through 9 will be requested and authorized by the CAM on an as-needed basis, at CEC's discretion. 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.

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<sup>1</sup> Infrastructure Investment and Jobs Act, Public Law 117-58 (November 15, 2021).  
<https://www.congress.gov/bill/117th-congress/house-bill/3684>.

<sup>2</sup> Inflation Reduction Act, Public Law 117-169 (August 16, 2022) <https://www.congress.gov/bill/117th-congress/house-bill/5376>

## **Exhibit A Scope of Work Guidehouse Inc.**

### **AUTHORIZED BUDGET EXPENSE CATEGORIES**

Authorized expenses for agreement management and technical 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

### **SELECTION OF CONTRACTOR AND SUBCONTRACTOR PERSONNEL FOR WORK 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.

## **D. Goals and Objectives of Agreement**

### **AGREEMENT GOALS**

The primary goal of this Agreement is to obtain a range of expert assistance with the technical tasks identified in this scope to support new and ongoing federal programs administered by the CEC. 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 activities. Technical assistance will be sought for the administrative reporting and compliance requirements applicable to each program.

## **Exhibit A Scope of Work Guidehouse Inc.**

### **AGREEMENT OBJECTIVES**

The objective of this Agreement is to obtain timely expertise and requested service with the administrative monitoring, reporting, and compliance requirements associated with federal funding received by the CEC through the IIJA, and the IRA. Expert services needed may include but are not limited to the following areas:

- Davis-Bacon Act or State Prevailing Wage Compliance Monitoring
- Build America/Buy America Act
- National Historic Preservation Act
- National Environmental Policy Act
- Equipment and property records
- Small, minority, and women owned business compliance and outreach.

### **III. AGREEMENT MANAGEMENT AND GENERAL PROJECT TASKS**

#### **ADMINISTRATIVE TASKS**

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

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

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

## **Exhibit A**

### **Scope of Work**

#### **Guidehouse Inc.**

#### **Subtask 1.1 Kick-off Meeting**

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

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

- Attend a “kick-off” meeting with the CAM, the Contracts Officer, and a representative of the Accounting Office. The meeting will be held via Teams or teleconference. The Contractor shall include their Project Manager, Contracts Administrator, Accounting Officer, and others designated by the CAM in this meeting. The administrative and technical aspects of this Agreement will be discussed at the meeting.
- Arrange the meeting including scheduling the date and time.
- Provide a draft agenda to the CAM for review.
- Provide a final agenda to all potential meeting participants prior to the kick-off meeting.
- Discuss requirements and timing for handling of CEC or Third-Party Confidential Information and Personal Information. See subtask 1.7 for more information.

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

- Review and approve the draft agenda from the contractor prior to the kick-off meeting.
- Coordinate with all relevant CEC staff to participate in the kickoff meeting.

##### **Deliverables:**

- Draft and Final Agendas
- Summary of the kickoff to be included in the monthly progress report

#### **Subtask 1.2 – Critical Project Review (CPR) Meetings**

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 any other agreement related topics. 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 meetings take place as determined by the CAM.

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

- Attend CPR meetings.

## **Exhibit A Scope of Work Guidehouse Inc.**

- Present any required information at each CPR meeting determined by the CPR meeting agenda.
- Respond to e-mails or other communication requests regarding project management status and issues, as requested by the CAM.
- Prepare CPR meeting notes as requested by the CAM that summarize the meeting and provide agreed upon next steps.

### **The CAM shall:**

- Determine the date, and time of each CPR meeting with the Contractor's input.
- Send the Contractor a *CPR Agenda* and a *List of Expected CPR Participants* in advance of the CPR meeting.
- 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.

### **Contractor Deliverables:**

- CPR presentation materials
- CPR Meeting Notes

### **CAM Deliverables:**

- CPR Agenda
- List of Expected CPR Participants
- Progress Determination

### **Subtask 1.3 - Invoices**

The goal of this subtask is to ensure that invoices contain all required information and are submitted in the appropriate format.

#### **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 or the ECAMS system as directed by the CAM.

#### **Deliverables:**

- Monthly invoice (to be included with monthly progress reports)

### **Subtask 1.4 - Progress Reports**



## **Exhibit A**

### **Scope of Work**

#### **Guidehouse Inc.**

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

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

- Prepare progress reports monthly. The reports should summarize all Agreement activities conducted by the Contractor team for the reporting period. Any interim reports or products produced during the period should be included as part of the monthly progress report. The report should provide a graph of expenditures to date and a projection for subsequent months of the contract period. The report should include an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns. Each progress report is due within 15 calendar days after the end of the reporting period. The CAM will provide the format for the progress reports.
- 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.

#### **Deliverables:**

- Monthly Progress Reports (including monthly invoice)

#### **Subtask 1.5 - Management of Subcontracts Performing Technical Tasks 2-9**

If Contractor subcontracts some of the technical work in Tasks 2-9, this Subtask 1.5 is the vehicle to manage those technical 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.
- Be 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:

## **Exhibit A**

### **Scope of Work**

#### **Guidehouse Inc.**

- Comply with the Terms and Conditions of the Agreement.
- Notify and receive written approval from the CAM prior to adding any new subcontractors and commencing work (see the discussion of Subcontractor additions in the terms and conditions).

#### **Deliverables:**

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

#### **Subtask 1.6 - Work Authorizations for Technical Tasks 2-9**

The goal of this task is to develop and manage all technical and budgetary aspects of work authorizations (WA) in accordance with the requirements of this Agreement for work to be performed under Technical Tasks 2 through 9. All Technical work shall be performed through work authorizations issued for tasks 2-9. A separate WA for each federal funded program, will be developed for necessary work described under Technical Tasks 2 through 9.

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

- Help prepare WAs in accordance with the contract requirements.
  - All terms and conditions included in the executed Agreement shall apply to WAs, as applicable.
  - The WA format and content shall be specified by the CAM.
  - The WA end date should be no later than 60 days prior to the term end date of the Agreement. This allows the Contractor time to complete closeout activities for all WAs/PAs and to prepare the Final Report.
  - Submit all required *WA/PA Documents* to the CAM.
- Administer WAs.
  - 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.
  - Prepare and submit all WA invoices including subcontractor expenses, to CAM for review and approval, pursuant to Exhibit B, paragraph 3.
  - Provide accounting services for all WAs.
  - Immediately report any significant variances affecting performance of WAs and recommend mitigation actions for consideration by the Project Manager and CAM. Examples of significant variances include the inability to submit deliverables by key WA 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.

## **Exhibit A Scope of Work Guidehouse Inc.**

- Coordinate with the CAM to close out completed WAs and remaining unallocated balances.
- Monitor and track each WA and the overall agreement.
  - Provide *Updated WA Project Schedules*, as needed, and determine if each WA is on schedule and deliverables are satisfactory.
  - Determine the fiscal status of each WA and the overall Agreement.
  - Prevent cost overruns.
  - Track the start, progress, and closure of each WA.

### **Deliverables:**

- WA Documents
- Updated Project Schedules

### **Subtask 1.7- Handling Energy Commission or Third-Party Confidential Information and Personal Information**

There are options for when Contractor must complete the prerequisites to handling CEC or Third-Party Confidential Information or Personal Information. The Contractor can complete the prerequisites at the beginning of the Agreement. Alternatively, the Contractor can complete the prerequisites before beginning work on a Work Authorization that will involve Contractor handling Confidential Information or Personal Information. At the very latest, Contractor must complete the prerequisite steps below before work is performed on a Work Authorization that will involve Contractor handling Confidential Information or Personal Information. Details are included in Exhibit D paragraph 9. Contractor and CAM shall determine the appropriate timing depending on the specific work authorization.

- 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.
- Submit verification that confidential information and personal information is destroyed at Agreement end (or when work is completed).

### **Deliverables:**

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- Signed Information Security Program Plan Attestation Form
- Signed non-disclosure agreement from Contractor and Subcontractor employees
- Employee Security Awareness Training Certificates
- Verification of destruction of Confidential Information and Personal Information.

### **Subtask 1.8 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**. 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 CEC:  
<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.
- 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.

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##### 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.
- Presentations to CEC staff or for internal CEC use will be in MS PowerPoint file format version 2007 or later
- 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).

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- Microsoft SQL Server 2008, Stored Procedures. Recommend 2008 R2.
- Microsoft SQL Reporting Services. Recommend 2008 R2.
- XML (external interfaces).

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

#### **Subtask 1.9 Final Meeting**

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

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

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

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

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

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### **TECHNICAL TASKS**

Activities under Task 2 through 9 are Technical Tasks and are on an as-needed basis. Assignments for these tasks will require an approved Work Authorization before any work can officially begin. 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 these tasks shall only be undertaken when authorized by the CAM and DGS through a WA.

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

Tasks are generally grouped into two phases. The first phase will be setting up programs funded by federal grants that the CEC receives. This work is more heavily weighted at the beginning of the agreement. The second phase will be to assist in compliance, monitoring, reporting and auditing support work, and will coincide with the performance period of subrecipient grant agreements funded by the CEC

### **NOTE: Energy Commission or Third-Party Confidential Information and Personal Information**

- Contractor Access to Confidential and Personal Information:

Contractor will need to have access to Confidential Information and Personal Information during the course of work under this Agreement. Monitoring work will involve access to subrecipient Confidential Information, in addition to possibly Personal Information for programs funding home upgrades. Detailed requirements for handling Confidential Information and Personal Information are included in Task 1.7; Exhibit D paragraph 9; and Exhibit D paragraph 9 Appendix.

- Confidential and Public deliverables:

- Work authorizations will detail the exact deliverables Contractor will prepare and submit to the CEC.

### **TASK 2: FEDERAL COMPLIANCE TRAINING SUPPORT**

The goal of this task is to provide support and guidance, including but not limited to:

- Identification of administrative reporting compliance requirements for one or more federally funded programs, including any changes to the requirements (this may alternatively be performed under Task 3)
- Development of materials and provision of training to CEC staff, contractors, and subrecipients on federal reporting and compliance requirements, in order to transition certain routine types of work to CEC staff, to the extent feasible.

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#### **TASK 3: PROJECT COMPLIANCE SUPPORT**

The goal of this task is to provide overall project management support and guidance, including but not limited to:

- Identification of administrative reporting compliance requirements for one or more federally funded programs, including any changes to the requirements (this may alternatively be performed under Task 2)
- Incorporation of all applicable compliance responsibilities in the terms and conditions of sub-awards (e.g., Davis-Bacon Act), and ensuring subrecipients are responsible for providing all necessary information
- Review of and guidance on subrecipient tasks and deliverables in the project scope of work related to federal compliance responsibilities
- Development of subaward monitoring and administration procedures
- Submittal of reports to federal agencies and entering data as required, such as in the federal PAGE system
- For the National Electric Vehicle Infrastructure (NEVI) program and any other transportation programs, assistance with ensuring projects move through the federal-aid highway processes as outlined in the Caltrans Local Assistance Procedures Manual and 23 U.S.C. Chapter 1.

#### **TASK 4: FINANCIAL MANAGEMENT**

Provide support and guidance on required financial management practices for federal awards, including but not limited to:

- Federal award requirements for the Energy Commission's financial management system
- Sufficient and effective internal controls
- Federal payment procedures
- Allowable costs determinations for the CEC and subrecipients
- Revisions to budgets and program plans
- Appropriate use of program income
- Standards for conflict of interest.

#### **TASK 5: EVALUATION OF SUBRECIPIENTS**

Provide support, guidance, and technical assistance related to the evaluation of potential subrecipients who apply to the CEC's funding solicitations, including but not limited to:

- Technical evaluation of applicant qualifications and experience with applicable



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federal requirements, providing subject matter expertise. Contractor will provide factual observations, not score proposals or provide specific recommendations or opinions.

- Assessment of the performance risk of sub-awardees
- Modification of subawards based on risk evaluation
- Technical assistance to potential subrecipients
- Debarment and Suspension checks.

#### **TASK 6: FEDERAL REPORTING**

Provide support and guidance for federal reporting obligations, including but not limited to:

- Reporting on program performance, including all required metrics, data, and budget information, as well as regular program and project reports (e.g., quarterly reports)
- Reporting significant developments
- Reporting on any federal interest in real property
- Closeout Reporting
- Other reporting requirements under uniform or specific federal awards.

#### **TASK 7: OVERSIGHT REQUIREMENTS**

Provide support, guidance, and technical assistance for federal monitoring obligations, including but not limited to:

- Monitoring subrecipients to ensure compliance with applicable federal requirements including but not limited to the following:
  - Reviewing financial management and performance reports
  - Following-up on any deficiencies
  - Procurement review
- Performing other stewardship obligations
- Supporting CEC staff to perform and report on onsite reviews
- Providing training, tools, and/or resources to the CEC on compliance monitoring
- For NEVI and any other transportation programs, assist with the monitoring of subrecipients as requested to ensure compliance with the Caltrans Local Assistance Procedures Manual, which outlines the processes, procedures, documents, authorizations, approvals, and certifications needed to receive federal aid funding.

Subrecipients will be required to comply with numerous federal requirements, as provided in the grant awards to the CEC by the federal government. Contractor may be

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directed to assist in monitoring and compliance with all of these federal requirements. The attachment to the Work Scope lists the majority of the federal requirements. The CEC will provide Contractor with the specific federal grant terms for the various programs, which detail the exact federal requirements for each program.

Contractor will be directed to conduct monitoring under specific federal compliance areas that have the most complex federal compliance requirements including but not limited to the following:

- Davis-Bacon Act or State Prevailing Wage Compliance Monitoring
  - Coordinating required training
  - Ensuring compliance by all lower tier entities
  - Reviewing wage determinations and/or payrolls of subrecipients
  - Posting notices and conducting onsite reviews
  - Notifying Federal agencies of any labor standards issues
  - Cooperating with DOL investigations
  - Preparing and submitting reports
- Build America/Buy America Act
  - Overseeing compliance
  - Managing the waiver process
  - Determining compliance of proposed projects
- National Historic Preservation Act
  - Collecting and submitting and required information
  - Utilizing California programmatic agreement
- National Environmental Policy Act
  - Collecting and submitting any required information
  - Preparing and submitting reports
- Equipment and property
  - Monitoring maintenance and intended use
  - Maintaining property records and biannual inventory
  - Purchase of American made equipment
- Small, minority, and women owned business
  - Monitoring outreach efforts are made toward goal, if applicable.

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### **TASK 8: AUDIT SUPPORT**

#### **Audit of Subrecipients:**

- Contractor will not audit subrecipients. Subrecipients shall comply with either 2 CFR Part 200, Subpart F or 2 CFR Part 910, Subpart F, as applicable.
- Subrecipients must arrange for an independent auditor to conduct a single audit.

#### **Audit of Energy Commission:**

- If the CEC is audited by the State of California, the Federal Government or other entity related to its administration of its federal funding and programs, Contractor shall provide timely support and guidance to the CEC during the audit process, including responses to questions and gathering information/data. Contractor will not perform an audit, but provide support to the CEC
- The scope, objectives, and deliverables for audit support will be detailed in work authorizations
- Attend any compliance or auditing meetings with the state and/or federal agencies relating to project oversight and administration on all projects.

### **TASK 9: MODIFICATION OF PERFORMANCE PERIOD AND CLOSEOUT**

Provide support, guidance, and technical assistance for project performance period modification and closeout, including but not limited to:

- Modifying period of performance as needed
- Developing and performing closeout procedures
- Submitting all required project documentation
- Ensuring prompt payment.

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#### **List of Federal Grant Requirements**

The following is a list of federal grant requirements that Contractor may be asked to monitor subrecipient awards for compliance.

- Affirmative Action and Pay Transparency Requirements
- Allowable costs/indirect costs
- Americans with Disabilities Act of 1990
- Annual Allocation Request
- Buy America/Purchase of American made equipment
- Byrd Anti-Lobbying Amendment
- Cargo-Preference Act
- Clean Air Act and the Federal Water Pollution Control Act
- Compliance with Federal, State, and Municipal Law
- Conference Spending
- Conflict of Interest
- Construction
- Contract Work Hours and Safety Standards Act
- Contracting with small & minority business, women's business enterprises & labor surplus area firms
- Copyright
- Corporate Felony Conviction and Federal Tax Liability Assurances
- Cost Match/cost share
- Cybersecurity Plan
- Davis-Bacon Act
- Debarment and Suspension
- Disadvantaged Business Enterprise
- Domestic Content Commitment/Domestic procurement
- Domestic preferences for procurements
- Duplicative Funding reporting
- Eligible Entity Prioritization
- Equal Employment Opportunity
- Equipment
- Export Control
- Federal Funding and Transparency Act of 2006
- Financial Management
- Flood Resilience
- Flow down requirements to subrecipients/subcontractors
- Foreign Entities/Collaboration
- Foreign Government-Sponsored Talent Recruitment Program
- Foreign National Involvement
- Foreign Travel
- Fraud, Waste, Abuse
- Free Speech and Religious Liberty
- Historic Preservation
- Human Subjects Research

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Indemnity  
Insolvency  
Insurance Coverage  
Intellectual Property / Intellectual Property Management Plan  
Lobbying  
National Policy Assurances  
NEPA  
Nondisclosure and Confidentiality Agreement Assurances  
Nondiscrimination  
Payment procedures and reimbursement  
Performance of Work in US  
Post-Award Due Diligence Reviews  
Procurement  
Program Income  
Property Trust Relationship  
Publications  
Real Property  
Record Retention  
Refund Obligation  
Reporting of Matters Related to Recipient Integrity and Performance  
Reporting Requirements  
Reporting Subawards and Executive Compensation  
Reporting, Tracking and Segregation of incurred Costs  
Right of Way  
Rights in Technical Data  
Rights to Inventions Made Under a Contract or Agreement  
Site Visits  
Small Utilities Set Aside  
Stewardship activities  
Subaward notification  
Supplies  
System for Award Management and Universal Identifier Requirements  
Technical Assistance and Administrative Expenses  
Telecommunications and Video Surveillance Services or Equipment  
Title 23  
Transparency of Foreign Connections  
Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards  
Uniform Commercial Code (UCC) Financing Statements

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<b>Task #</b>	<b>Task/Subtask Name</b>	<b>Deliverable(s)</b>	<b>Due Date</b>
1	Agreement Management		
1.1	Kick-off Meeting		2 Weeks from Agreement Start Date
		Draft Agenda	10 days Prior to Kick-off Meeting
		Final Agenda	5 days prior Kick-off Meeting
		Summary of the Kick-off Meeting (to be included in the monthly progress report)	15 days after end of Reporting Month
1.2	Critical Project Review (CPR) Meetings		To be determined by CAM
		CPR Agenda	15 days prior to CPR Meeting
		List of Expected CPR Participants	15 days prior to CPR Meeting
		Progress Determination	10 days after CPR Meeting
1.3	Invoices		
		Monthly invoice (to be included with monthly progress reports)	15 days after end of Reporting Month
1.4	Progress Reports		
		Monthly Progress Reports (including monthly invoice)	15 days after end of Reporting Month
1.5	Management of Subcontracts Performing Technical Tasks 2-9		
		Subcontract(s) (draft and final if required by the CAM)	To be determined by CAM
1.6	Work Authorizations for Technical Tasks 2-9		
		WA Documents	To be determined by CAM
		Updated Project Schedules	To be determined by CAM
1.7	Handling Energy Commission or Third-Party Confidential		

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	Information and Personal Information		
		Signed Information Security Program Plan Attestation Form	10 days prior to working on WA that will involve Contractor handling Confidential Information or Personal Information
		Signed non-disclosure agreement from Contractor and Subcontractor employees	5 days prior to working on WA that will involve Contractor handling Confidential Information or Personal Information
		Employee Security Awareness Training Certificates	5 days prior to working on WA that will involve Contractor handling Confidential Information or Personal Information
		Verification of destruction of Confidential Information and Personal Information.	To be determined by CAM
1.8	Deliverables		
1.9	Final Meeting		
		Final Meeting Agreement Summary (if applicable)	7 days after the final meeting
		Schedule for Completing Agreement Closeout Activities	
		Copy of Draft and Final Written Deliverables requested by CAM	
2	Federal Compliance Training Support		

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3	Project Compliance Support	TBD in WA	TBD in WA
4	Financial Management	TBD in WA	TBD in WA
5	Evaluation of Subrecipients	TBD in WA	TBD in WA
6	Federal Reporting	TBD in WA	TBD in WA
7	Oversight Requirements	TBD in WA	TBD in WA
8	Audit Support	TBD in WA	TBD in WA
9	Modification of Performance Period and Closeout	TBD in WA	TBD in WA