



**CALIFORNIA
ENERGY COMMISSION**



**California Energy Commission
April 8, 2026 Business Meeting
Backup Materials for National Technology & Engineering Solutions of Sandia,
LLC**

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. Memorandum of Understanding

CALIFORNIA ENERGY COMMISSION

PROPOSED RESOLUTION: National Technology & Engineering Solutions of Sandia, LLC

RESOLUTION NO: 26-0408-XX

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

RESOLVED, that the CEC approves a zero-cost Memorandum of Understanding (MOU) MOU-25-001 between the CEC and Sandia National Laboratories to work cooperatively to advance energy storage technologies through energy storage research and development activities. At the request of the CEC, Sandia National Laboratories will provide the CEC with technical expertise to assist with implementing programs such as the Electric Program Investment Charge (EPIC) and Long Duration Energy Storage (LDES) Programs. The MOU establishes a framework for how the CEC and Sandia National Laboratories will coordinate to advance energy storage technologies and research; and

FURTHER BE IT RESOLVED, that the Executive Director or their designee shall execute the same on behalf of the CEC.

APPROVED AND ADOPTED this 8th day of April 2026, by the following vote:

AYE:

NAY:

ABSENT:

ABSTAIN:

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 approved and adopted by affirmative vote of the CEC at a meeting held on April 8, 2026.

Kim Todd
Secretariat



CONTRACT REQUEST FORM (CRF)

A. New Agreement Number

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

New Agreement Number: MOU-25-001

B. Division Information

1. Division Name: ERDD
2. Agreement Manager: Caitlin Planchard
3. MS- Not Applicable
4. Phone Number: 916-637-8128

C. Contractor's Information

1. Contractor's Legal Name: National Technology & Engineering Solutions of Sandia, LLC.

D. Title of Project

Collaboration on Energy Storage (ES) Demonstrations, Testing, and Analysis work Resulting from California Energy Commission (CEC) ES Activities.

E. Term and Amount

1. Start Date: 04/13/2026
2. End Date: 04/12/2030
3. Amount: \$0.00

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: 04/08/2026
4. Consent or Discussion? Consent
5. Business Meeting Presenter Name: Caitlin Planchard
6. Time Needed for Business Meeting: N/A
7. The email subscription topic is: N/A

Project Description:

The California Energy Commission (CEC) and National Technology & Engineering Solutions of Sandia, LLC, (Sandia National Laboratories) will work cooperatively to advance energy storage technologies through energy storage research and development activities. Sandia National Laboratories will provide the CEC with energy storage technical expertise to assist with implementing programs such as the Electric Program Investment Charge (EPIC) and Long Duration Energy Storage (LDES) Programs.

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: this MOU is limited to information sharing and planning and coordination to advance energy storage technologies through energy storage research and development. This MOU does not fund or approve any actual energy storage related projects or similar type of activities.

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

a) Agreement **IS** exempt?

Statutory Exemption?

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:

CCR section number:

Categorical Exemption?

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:

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

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

b) Agreement **IS NOT** exempt.

IMPORTANT: consult with the legal office to determine next steps.

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 | None |

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 |
|----------------------------------|--------|
| No subcontractors to report | \$ 0 |

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 Partner Legal Company 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 |
|----------------|-------------------------------|--------------------|--------|
| N/A | N/A | N/A | \$0.00 |

TOTAL Amount: \$0.00

R&D Program Area:ESTB:ETSI

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: Sharon Ruiz

Address: PO Box 5800 Ms-1108

City, State, Zip: Albuquerque, NM 87185-0100

Phone: 505-844-2518

E-Mail: saruiz@sandia.gov

2. Contractor’s Project Manager

Name: Dan Borneo

Address: PO Box 5800 Ms-1108

City, State, Zip: Albuquerque, NM 87185-0100



Phone: 505-263-0363

E-Mail: drborne@sandia.gov

M. Selection Process Used

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

| Selection Process | Additional Information |
|--|------------------------|
| Competitive Solicitation # | Not Applicable |
| Non Competitive Bid (<i>Attach DGS-GSPD-09-007</i> https://www.dgs.ca.gov/PD/Forms) | Not Applicable |
| Exempt | N/A - MOU |

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: No.

P. Civil Service Considerations

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

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:



- 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:

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

Q. Payment Method

1. Is the payment method Reimbursement, Advanced Payment, or Other?

Other.

If Other, explain: Not Applicable – This is a no-cost MOU. There will be no transfer of funds.

2. If Reimbursement, is it in arrears based on Itemized Monthly, Itemized Quarterly, Flat Rate, or One-time?

R. Retention

Is Agreement subject to retention? N/A.

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

S. Justification of Rates

N/A

T. Disabled Veteran Business Enterprise Program (DVBE)

Provide requested additional information.

1. Exempt (Interagency/Other Government Entity) N/A. DVBE requirements do not apply because this is not a contract under state law.
2. Meets DVBE Requirements DVBE.
Amount: \$ 0 DVBE %:
3. Is the Contractor Certified DVBE or Subcontracting with a DVBE? If subcontracting with a DVBE, provide the name of the DVBE company.
4. Contractor selected through CMAS or MSA with no DVBE participation.
5. Requesting DVBE Exemption (attach CEC 95).

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. N/A
5. Will a final report be required? No
6. Is the Agreement, with amendments, longer than three years? If yes, why?

Yes. Although this is not a contract for services under state law, the Department of General Services has agreed to give the Commission blanket authority to execute multi-year contracts to support the Commission's RD&D Programs. Additionally, long term information and coordination is best to meet the MOU's goal of cooperation to advance energy storage technologies.



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 | No |
| 3 | DGS-GSPD-09-007, NCB Request | No |
| 4 | CEC 95, DVBE Exemption Request | No |
| 5 | Awardee CEQA Documentation | No |
| 6 | Resumes | No |
| 7 | CEC 105, Questionnaire for Identifying Conflicts | Yes |

Approved By

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

Agreement Manager: Caitlin Planchard

Approval Date: 1/28/26

Branch Manager: Cody Taylor

Approval Date: 1/30/26

Director: Jonah Steinbuck delegated to Branch Manager

Approval Date: 1/30/26



**MEMORANDUM OF UNDERSTANDING
BETWEEN
NATIONAL TECHNOLOGY & ENGINEERING SOLUTIONS OF SANDIA, LLC
AND
THE CALIFORNIA ENERGY COMMISSION OF THE STATE OF CALIFORNIA OF
THE UNITED STATES OF AMERICA**

National Technology & Engineering Solutions of Sandia, LLC (NTESS), which manages and operates Sandia National Laboratories (SNL), and the State Energy Resources Conservation and Development Commission (California Energy Commission or CEC), hereinafter referred to as “the Parties,” agree as follows;

WHEREAS NTESS, a limited liability company operating under the laws of the state of Delaware, manages and operates SNL pursuant to Contract No. DE-NA0003525 with the National Nuclear Security Administration of the United States Department of Energy (NNSA/DOE).

WHEREAS the State Energy Resources Conservation and Development Commission (California Energy Commission or CEC) was created in 1974, through the Warren-Alquist State Energy Resources Conservation and Development Act, and is California’s principal energy policy and planning agency. The CEC was created to address rising energy demands, manage power plant siting, and pioneer energy efficiency standards.

WHEREAS Recognizing the increasingly central role of energy storage in maintaining grid reliability, supporting the integration of new generation resources, and meeting California’s long-term energy goals, California has significantly expanded the deployment of energy storage as a core element of electric system planning.

WHEREAS the CEC awards grants for energy storage (ES) demonstration and research projects through programs such as the CEC’s EPIC and LDES programs. Through various projects, the CEC has access to information on many new and existing ES technologies and how they can be applied to support the electric grid. This information is very valuable to further NTESS’s ES research and development goals.

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

WHEREAS NTESS and the CEC have collaborated for approximately 20 years. Going forward, NTESS intends to continue to support CEC efforts in the ES realm.

Therefore, the Parties have reached the following understanding:

SECTION I Objective

The purpose of this Memorandum of Understanding is to establish a flexible framework between the Parties in order to permit them to share information and facilitates planning of ES-related projects and activities between the Parties. Each Party intends to contribute to this effort through the appropriate means that includes, but is not limited to program and project coordination, sharing information and relevant expertise, and program and project management of implementation elements defined in this MOU.

SECTION II Areas of Cooperation

The general areas of cooperation and joint activities under this MOU include review and support of planned and completed CEC projects, and specific installations consistent with the mission for advanced research and development, deployment, demonstration, and testing of reliable and resilient ES devices, equipment, facilities or systems.

SECTION III Specific Activities

The CEC, through programs such as the EPIC and LDES programs, intends to:

- a) Solicit ES Projects. CEC staff will undertake the steps necessary and appropriate to solicit ES projects for funding.
- b) Review Applications to Solicited ES Proposals and Select Proposals for an Award. The applications will be received by CEC staff and CEC staff will manage the responsibilities associated with the screening and selection of award recipients.
- c) Be Responsible for Developing and Maintaining Awards. CEC staff will complete all the activities required to make an award and enter into an agreement with individual award recipients.

- d) Fund Selected Research and Demonstration Projects. The CEC will fund selected ES research and demonstration projects associated with an award that is approved at a CEC Business Meeting. This may include ES demonstrations or other types of projects that may include ES as a component of a system being demonstrated.
- e) Report on Project Status. CEC staff will monitor each award recipient's project progress and performance based on monthly and final report submissions.
- f) Process Invoices and Review Progress Reports. CEC staff will review all invoices, project deliverables, and progress reports.
- g) Coordinate Technology Transfer. CEC and award recipients will coordinate technology transfer activities of the ES research and demonstration projects with assistance from other organizations interested in public interest energy research.

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

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

SECTION IV

No Legal Obligations, Rights, or Remedies

This Memorandum of Understanding is a voluntary initiative. It does not create any legally binding rights or obligations and creates no legally cognizable or enforceable rights or remedies, legal or equitable, in any forum whatsoever. In addition, the pledges in this Memorandum of Understanding are not conditioned upon reciprocal actions by other Parties; each Party retains full discretion over implementation of its pledges in light of the Party's individual circumstances, laws, and policies; and each Party is free to withdraw from the Memorandum.

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

Authority. This MOU is established under the terms and conditions of the prime contract for the operation of SNL by NTESS. The authority for the CEC to act is based on the Warren-Alquist Act (California Public Resources Code Section 25000 et seq.).

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

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

- a) This MOU is intended to broadly state the basic understandings of the Parties and the tasks described herein. This MOU is not a contract for the acquisition of supplies covered by the Federal Acquisition Regulations, DOE Acquisition Regulations, or California Law, and it is not a grant or cooperative agreement covered by the DOE Financial Assistance Regulations. This MOU is not a contract for services, grant agreement, or any other type of binding agreement under California state law. This MOU does not preclude the CEC from entering into agreements for appropriate compensation with agencies of the Federal Government.

- b) This MOU is intended to broadly facilitate information sharing. This MOU does not commit the Parties to sharing information, including data, that is confidential or proprietary or that is subject to applicable conflict of interest laws, orders, regulations, standards, and procedures. The Parties agree that they may mutually agree to share information, provided applicable conflict of interest laws, orders, regulations standards, and procedures are followed. This MOU does not commit either Party to enter into a non-disclosure agreement.
- c) This MOU is neither a fiscal nor a funds obligation document. Nothing in this MOU authorizes or is intended to obligate the Parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value.
- d) This MOU is strictly for internal management purposes for each of the Parties. It is not legally enforceable and shall not be construed to create any legal rights or obligations on the part of either Party. This MOU shall not be construed to provide a private right or cause of action for or by any person or entity.
- e) Nothing herein is intended to create a common-law “partnership” with joint and several liabilities of either Party for the acts or omissions of the other Party.
- f) Each Party is responsible for the costs of its participation in all activities contemplated in this MOU, unless specified separately in writing.

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

Release of Information. Production or release to news media, to the general public, or any third party regarding the existence, nature, purposes of this MOU shall require mutual agreement of both Parties prior to its release. Neither Party may use the other Party’s names, logos, trademarks, service marks, trade names, or refer to participation of an employee of the other Party by name or title, in any public release of information without the other Party’s consent.

Assignment. A Party may not transfer or assign its interest in this MOU without the previous written consent of all participants, except that NTESS may assign its rights or delegate its duties or obligations under this Agreement to another operator of Sandia National Laboratories by transfer of laboratory functions through the Department of Energy. Notwithstanding the above, any such attempt to transfer or assign shall be null and void.

SECTION V

Availability of Personnel and Resources

This Memorandum of Understanding does not involve the exchange of funds, nor does it represent any obligation of funds by either Party. All costs that may arise from activities covered by, mentioned in, or pursuant to this Memorandum of Understanding will be assumed by the Party that incurs them, unless otherwise expressly agreed in a future written arrangement in accordance with applicable laws. All activities undertaken pursuant to this Memorandum of Understanding are subject to the availability of funds, personnel and other resources of each Party.

The personnel designated by a Party for the execution of this Memorandum of Understanding will work under the orders and responsibility of that Party and any other organization or institution to which the personnel already belongs, at all times maintaining any preexisting employment relationship only with that Party and organization or institution, and not with any other Party.

This MOU is intended to document the relationship between the Parties without creating legally enforceable rights or obligations upon the Parties. All actions documented in this MOU are subject to available funding from DOE to NTESS, and subject to the availability of funds, technical resources, and personnel of the CEC, and no liability shall be imposed upon a Party for failure to undertake any activity documented in this MOU. This MOU does not create a legally binding contract between the Parties.

Conditions for SNL Participation.

- a) It is understood that any work done or actions taken by NTESS must be in accordance with the terms and conditions of the prime contract between NTESS and the DOE for the operation of SNL; and must be in accordance with any successor contracts for the operation of SNL. In the case of any conflict between

this MOU and the prime contract for the operation of SNL, the prime contract shall take precedence.

- b) It is further understood that NTESS is required by the DOE to include certain terms and conditions in all implementing agreements it enters into with third parties. To the extent applicable to this MOU, such terms and conditions shall be included in such implementing agreements.

SECTION VI Compliance with Applicable Laws

The terms of this MOU shall be governed by the laws of the State of California.

This Memorandum of Understanding shall be construed consistent with all applicable laws, and activities undertaken in connection with this Memorandum of Understanding shall be subject to, and shall be undertaken in a manner consistent with, all otherwise-applicable laws.

SECTION VII Interpretation and Application

Any difference that may arise in relation to the interpretation or application of this Memorandum of Understanding will be resolved through consultations between the Parties, which will endeavor in good faith to resolve such differences.

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

**SECTION VIII
Final Provisions**

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

This Memorandum of Understanding may be modified at any time by mutual consent of the Parties. Any modification shall be made in writing and specify the date on which such modification is to become effective.

The termination of this Memorandum of Understanding shall not affect when activities initiated while this Memorandum of Understanding is in effect shall conclude, unless a Party expressly states otherwise. A Party that intends to terminate a previously initiated activity shall endeavor to reach an understanding with the other Party concerning such termination.

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

**FOR THE CALIFORNIA ENERGY
COMMISSION**

**Erik K. Webb
Director
Energy Security Innovation Center**

**David Hochschild
Chair**