**REQUEST FOR QUALIFICATIONS**

**Flexible Demand Appliance Standards Advanced Research and Proposal Development**



**RFQ-22-401**

[www.energy.ca.gov/contracts/](http://www.energy.ca.gov/contracts/)

State of California

California Energy Commission

**November 2022**

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# Attachments

|  |  |
| --- | --- |
| **Attachment Number** | **attachment TITLE** |
| 1 | Contractor Status Form |
| 2 | Darfur Contracting Act Form |
| 3 | Disabled Veteran Business Enterprise (DVBE) Declarations Form (Std. 843) |
| 4 | Bidder Declaration Form (GSPD-05-105) |
| 5 | Contractor Certification Clauses |
| 6 | Standard Agreement Example (Informational, no form required in Statement of Qualifications) |
| 7 | Client References |
| 8 | Civil Rights Laws Certification Form |

# I. INTRODUCTION

**Note About Signatures**

The California Energy Commission (CEC) may have waived the requirement for a signature on application materials for this solicitation for submissions. If a notice, regarding CEC’s waiver of the signature requirement appears on the [CEC website](https://www.energy.ca.gov/funding-opportunities/solicitations) located at https://www.energy.ca.gov/funding-opportunities/solicitations, the waiver applies to this solicitation. In the event of a conflict between the notice and any language in this solicitation regarding signatures, the notice will govern.

Even if the requirement for signatures has been waived, applicants are still expected to adhere to the requirements of this solicitation as if they had signed.

## Background Summary

The Warren-Alquist State Energy Resources Conservation and Development Act (Warren-Alquist Act)[[1]](#footnote-2), Public Resources Code (PRC) section 25000 et seq., established the CEC as the state’s primary energy policy and planning agency. It also gave CEC the authority to create and update Building Energy Efficiency Standards (Energy Code), Appliance Energy Efficiency Standards, and Load Management Standards (LMS) for the State of California (state). The purpose of these standards is to reduce the wasteful, uneconomic, inefficient, or unnecessary consumption of energy and to help maintain electrical grid reliability by managing energy loads.

In 2019, Senate Bill 49 (Skinner, Chapter 697, Statutes of 2019) (SB 49) added Part (f) to section 25402 of the Warren-Alquist Act, directing the CEC to “[a]dopt, by regulation, and periodically update, standards for appliances to facilitate the deployment of flexible demand technologies.” SB 49 also specified that the flexible demand standards developed by the CEC must be based on “feasible and attainable” features or improvements to products, must be cost-effective, must include consideration of cybersecurity protocols, and must prioritize appliances based on five express criteria.

To support development, implementation, and enforcement of these standards, the CEC established a new Flexible Demand Appliance Standards (FDAS) Unit within its Appliances Branch. This team is tasked with identifying opportunities for effective flexible demand features in appliances and drafting minimum standards for inclusion of such features, so that they become broadly deployed throughout California and provide substantial energy, economic, and environmental benefits. This team has drafted a framework for identifying opportunities for effective standards, available for download on the [CEC website](https://efiling.energy.ca.gov/GetDocument.aspx?tn=235899) located at https://efiling.energy.ca.gov/GetDocument.aspx?tn=235899.

In parallel with developing FDAS, the CEC is working to update its existing LMS. The purpose of LMS is to modify end-use loads so that they better conform to electric system supply resources, typically through time-dependent retail rates, storage, and automation (PRC section 25403.5). The FDAS will complement the proposed amendments to the LMS by allowing customers to schedule, shift, or curtail their electrical demand in response to load management signals from the electrical grid, which reflect load management rates structures proposed in the amendments.

Universally available load management, made possible by flexible demand features in installed appliances, can reduce greenhouse gas (GHG) emissions by shifting flexible consumption to lower GHG times, saving consumers money by shifting consumption to lower cost periods, as well as more efficiently using intermittent renewable generation on the grid. Increased availability of automated flexible loads will also support grid resiliency and reduce the likelihood of widespread outages during system emergencies.

In addition to the regulatory authority offered by the Warren-Alquist Act, mandates such as the Clean Energy and Pollution Reduction Act (Senate Bill 350, De León, Chapter 547, Statutes of 2015) (SB 350) established the clean energy, clean air, and GHG reduction goals for 2030 and beyond. One of the primary goals of SB 350 is to achieve a cumulative doubling of statewide energy efficiency savings by 2030.

In more recent statutory guidance and Executive Orders, the Governor approved the following:

* Requiring a statewide reduction of GHG emissions to 40 percent below 1990 levels by 2030 (Senate Bill 32 (Pavley, Chapter 249, Statutes of 2016)).
* Setting a goal to reduce methane and hydrofluorocarbon emissions to 40 percent below 2013 levels by 2030 (Senate Bill 1383 (Lara, Chapter 395, Statutes of 2016)).
* Establishing a policy to have a 100 percent zero-carbon electricity grid by 2045 (Senate Bill 100 (De León, Chapter 312, Statutes of 2018)).
* Establishing a statewide goal to achieve carbon neutrality by 2045 (Executive Order B-55-18).

The CEC also develops and adopts biennially the Integrated Energy Policy Report (IEPR), which provides an overview of major energy trends, issues, policy recommendations, as well as forecasts system reliability and the need for resources.

## 

## Purpose of this RFQ

The purpose of this Request for Qualifications (RFQ) is to select a prime contractor to lead a team of professional architectural and engineering consultants to provide technical support for:

* Developing, updating, and maintaining regulatory standards for flexible demand features and technologies in consumer and commercial appliances.

Work will focus on the development and implementation of appliance standards consistent with statutory direction to adopt, by regulation, and periodically update, standards for appliances to facilitate the deployment of flexible demand technologies.

## Key Activities and Dates

Key activities including dates and times for this RFQ are presented below. An addendum will be released if the dates change for the asterisked (\*) activities.

|  |  |
| --- | --- |
| **Activities** | **Action Date** |
| RFQ release | November 1, 2022 |
| Pre-Bid Conference\* | November 10, 2022 |
| Written Question Submittal Deadline by 5:00 p.m.\* | December 2, 2022 |
| Distribute Questions / Answers and Addenda (if any) | December 16, 2022 |
| **Deadline to submit SOQ by 5:00 p.m.\*** | **January 10, 2023** |
| SOQ Discussions with Firms\* | January 30, 2023, through February 3, 2023 |
| Notice of Selection | February 10, 2023 |
| Cost Negotiations | February 13-24, 2023 |
| Notice of Proposed Award | March 2, 2023 |
| CEC Business Meeting | April 12, 2023 |
| Contract Start Date | May 1, 2023 |
| Contract End Date | April 30, 2026 |

## 

## Available Funding

There is a maximum of up to $750,000 available to fund the three-year contract resulting from this RFQ. This is an hourly rate plus cost reimbursement contract with a ceiling on the total contract amount.

Funding for this Agreement will be subject to the availability of funds in the Fiscal Year (FY) 2022-2023, FY 2023-2024, and FY 2024-2025 Budget Acts.

|  |  |
| --- | --- |
| **FISCAL YEAR** | **AMOUNT** |
| 2022-2023 | $250,000 |
| 2023-2024 | $250,000 |
| 2024-2025 | $250,000 |

Funding for the Agreement is from Cost of Implementation Account (COIA) funds. COIA funds include $250,000 from FY 2022-2023; $250,000 from FY 2023-2024; and $250,000 from FY 2024-2025.

The CEC reserves the right to reduce the contract amount to an amount deemed appropriate in the event the budgeted funds do not provide full funding of CEC contracts. In this event, the Contractor, and the CEC Commission Agreement Manager (CAM) shall meet and reach agreement on a reduced Scope of Work (SOW) commensurate with the level of available funding.

## Eligible Firms

This is an open solicitation for public and private entities. To ensure fairness and integrity in the development of the FDAS, eligible entities and persons shall not include any entity or person that manufactures, assembles, sells, or offers for sale an appliance in California, or that is a parent or subsidiary of such an entity or person. This applies to any participation in the resulting agreement including Subcontractors or subs of Subcontractors.

Each agreement resulting from this solicitation includes Terms and Conditions that set forth the Contractor’s rights and responsibilities. The University of California, California State University, or United States Department of Energy (DOE) National Laboratories must use either the standard or the pre-negotiated Terms and Conditions on the [Department of General Services Office of Legal Services website](http://www.dgs.ca.gov/OLS/Resources) at http://www.dgs.ca.gov/OLS/Resources. All other entities must agree to use the attached standard Terms and Conditions (Attachment 6). The CEC will not award agreements to non-complying entities. The CEC reserves the right to modify the Terms and Conditions prior to executing agreements.

All corporations, limited liability companies (LLCs), limited partnerships (LPs), and limited liability partnerships (LLPs) that conduct intrastate business in California are required to be registered and in good standing with the California Secretary of State prior to its project being recommended for approval at a CEC business meeting. If not currently registered with the California Secretary of State, applicants are encouraged to contact the Secretary of State’s Office as soon as possible to avoid potential delays in beginning the proposed project(s) (should the application be successful).

For more information, contact the [California Secretary of State’s Office](http://www.sos.ca.gov/) at http://www.sos.ca.gov/. Sole proprietors using a fictitious business name must be registered with the appropriate county and provide evidence of registration to the CEC prior to their project being recommended for approval at a CEC business meeting.

## Retainer Contract

Any contract awarded as a result of this RFQ will be a no-fee "retainer" contract. The selected Contractor will be held on retainer and will be assigned work via Work Authorizations, which will be assigned by expertise or project workload. The CEC makes no guarantee that any or all of the funds will be assigned in any given year.

## Pre-Bid Conference

There will be one (1) Pre-Bid Conference; participation in this meeting is optional but encouraged. The Pre-Bid Conference will be held remotely at the date, time, and location listed below. Applicants may attend the workshop on a computer with Internet access or by telephone via Zoom (see instructions below). Please contact the Commission Agreement Officer (CAO) listed on the next page or refer to the [CEC's website](https://www.energy.ca.gov/funding-opportunities/solicitations) at https://www.energy.ca.gov/funding-opportunities/solicitations to confirm the date and time.

**Date:** Thursday, November 10, 2022

**Time:** 2:00 p.m. – 3:00 p.m.

(Pacific Standard Time)

**Remote Access Only**

**Zoom Instructions:**

To join the [Zoom Meeting](https://zoom.us/join), go to https://zoom.us/join and enter the Meeting ID below. Select “join from your browser.” Participants will then enter the meeting password listed below and their name. Participants will select the “Join” button.

**Meeting ID:** 917 4837 6393

**Meeting Password:** 347137

**Topic:** Flexible Demand Appliance Standards

Advanced Research and Proposal Development Pre-Bid Conference

**Telephone Access Only:**

Call **1-888-475-4499** (Toll-Free) or **1-877-853-5257** (Toll-Free). When prompted, enter the meeting number above. International callers may select a number from the [Zoom International Dial-In Number List](https://energy.zoom.us/u/abEf4RINDr) at https://energy.zoom.us/u/abEf4RINDr. To comment, dial \*9 to “raise your hand” and \*6 to mute/unmute your phone line.

**Access by Mobile Device:**

Download the application from the [Zoom Download Center](https://energy.zoom.us/download) at https://energy.zoom.us/download.

**Technical Support:**

* For assistance with problems or questions about joining or attending the meeting, please call Zoom Technical Support at **1-888-799-9666 extension 2.** You may also contact the Public Advisor’s Office by email at [publicadvisor@energy.ca.gov](mailto:publicadvisor@energy.ca.gov) or by telephone at 1-800-822-6228.
* [System Requirements](https://support.zoom.us/hc/en-us/articles/201362023-System-requirements-for-Windows-macOS-and-Linux): To determine whether your computer is compatible, visit https://support.zoom.us/hc/en-us/articles/201362023-System-requirements-for-Windows-macOS-and-Linux.
* If you have a disability and require assistance to participate, please contact Erica Rodriguez by email at [erica.rodriguez@energy.ca.gov](mailto:erica.rodriguez@energy.ca.gov) or by telephone at   
  (916) 764-5705 at least five (5) days in advance of the Pre-Bid Conference.

## Questions

During the RFQ process, questions of clarification about this RFQ must be directed to the CAO listed in the following Contact Information section. Potential Firms shall carefully examine the qualifications and specifications of this RFQ. You may ask questions at the Pre-Bid Conference, and you may submit written questions via electronic mail. **All questions must be received by 5:00 p.m. on the date indicated** in the Key Activities and Dates section.

The questions and answers will be posted on the [CEC's website](https://www.energy.ca.gov/funding-opportunities/solicitations) at https://www.energy.ca.gov/funding-opportunities/solicitations.

Any verbal communication with a CEC employee concerning this RFQ is not binding on the state and shall in no way alter a specification, term, or condition of the RFQ. Therefore, all communication should be directed in writing to the CAO listed below.

## Contact Information

Angela Hockaday, Commission Agreement Officer

California Energy Commission

715 P Street, MS-18

Sacramento, California 95814

Email: [angela.hockaday@energy.ca.gov](mailto:angela.hockaday@energy.ca.gov)

## Responses to This RFQ

Responses to this solicitation shall be in the form of a Statement of Qualifications (SOQ) according to the format described in this RFQ. The SOQ shall detail the Firm’s qualifications to perform the tasks outlined in the SOW.

## Reference Documents

Firms responding to this RFQ may want to familiarize themselves with the following documents:

* [Warren-Alquist Act 2022 Edition](https://www.energy.ca.gov/publications/2022/warren-alquist-act-2022-edition) located for download at https://www.energy.ca.gov/publications/2022/warren-alquist-act-2022-edition
* [Introduction to Flexible Demand Appliance Standards](https://efiling.energy.ca.gov/GetDocument.aspx?tn=235899) located for download at https://efiling.energy.ca.gov/GetDocument.aspx?tn=235899
* [Building Energy Efficiency Measure Proposal Template](https://www.energy.ca.gov/sites/default/files/2020-03/New_Measure_Proposal_Template_ADA.docx) located for download at https://www.energy.ca.gov/media/3538
* [Title 20 Appliance Efficiency Standards](https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=I8F8F3BC0D44E11DEA95CA4428EC25FA0&originationContext=documenttoc&transitionType=Default&contextData=%28sc.Default%29) located at https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=I8F8F3BC0D44E11DEA95CA4428EC25FA0&originationContext=documenttoc&transitionType=Default&contextData=%28sc.Default%29
* [Style Manual for Preparing Contract and Consultant Reports for the Energy Commission](http://www.energy.ca.gov/contracts/consultant_reports/index.html) located for download at https://www.energy.ca.gov/media/2216

# II. SCOPE OF WORK

## About This Section

In this section, the CEC describes the tasks the Firm (referred to as “Contractor” in the SOW) will be asked to perform under the direction of the CEC CAM. This section also describes the work assignment process, deliverables, and due dates.

## Purpose

The purpose of this Agreement is for the prime contractor to lead a team of professional architectural and engineering consultants to provide technical support for:

* Developing, updating, and maintaining regulatory standards for flexible demand features and technologies in consumer and commercial appliances.

Work will focus on the development and implementation of appliance standards consistent with statutory direction to adopt, by regulation, and periodically update, standards for appliances to facilitate the deployment of flexible demand technologies.

## Acronyms/Glossary

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

|  |  |
| --- | --- |
| **AcronymS & TERMS** | **Definition** |
| APA | Administrative Procedures Act |
| CAM | Commission Agreement Manager |
| CCR | California Code of Regulations |
| CEC | California Energy Commission |
| CEQA | California Environmental Quality Act |
| DOE | United States Department of Energy |
| Energy Code | Building Energy Efficiency Standards |
| FDAS | Flexible Demand Appliance Standards |
| GHG | Greenhouse Gas |
| IEPR | Integrated Energy Policy Report |
| LMS | Load Management Standards |
| MS | Microsoft |
| PDF | Adobe Portable Document Format |
| PRC | Public Resources Code |
| RFQ | Request for Qualifications |
| SB 350 | Clean Energy and Pollution Reduction Act (De León, Chapter 547, Statutes of 2015) |
| SB 49 | Energy: appliance standards and State Water Project assessment. (Skinner, Chapter 697, Statutes of 2019) |
| SOW | Scope of Work |
| TDV | Time Dependent Valuation (of energy) |
| Warren-Alquist Act | The Warren-Alquist State Energy Resources Conservation and Development Act, PRC section 25000 et seq |

## Work Authorizations

The Agreement that results from this solicitation shall be conducted as a “Work Authorization” Agreement. No work shall be undertaken unless authorized by the CAM through a specific written document called a “Work Authorization.”

The CAM will prepare and issue the written Work Authorizations and shall set a maximum price, budget, and schedule for the work to be performed. The CAM will work, in consultation with the Contractor, to assign work to either the Contractor or a Subcontractor.

## Retainer Contract

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

## 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.

## Workshops and Hearings

All workshops and hearings are sponsored, organized, and facilitated by the CEC. The CEC is responsible for any costs associated with a workshop or hearing. Contractor shall provide labor only.

## Incidental Services

Contractor shall provide incidental services to support the technical tasks that the CEC will undertake to update, develop, and implement FDAS. Technical Tasks 2-4 provide more detailed task activities for these areas:

* Graphic Design/Document Support for reports and other deliverables related to the FDAS.
* 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 in order to incorporate CEC’s comments and edits. A deliverable is considered final when the CAM 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, the following:

* [Energy Commission Style Manual: Fourth Edition](https://ww2.energy.ca.gov/2020publications/CEC-180-2020-001/CEC-180-2020-001.pdf) located at https://ww2.energy.ca.gov/2020publications/CEC-180-2020-001/CEC-180-2020-001.pdf.
* [Consultant Report Template](https://www.energy.ca.gov/sites/default/files/2020-02/Consultant_Report_Template_0_ada.docx) located for download at https://www.energy.ca.gov/sites/default/files/2020-02/Consultant\_Report\_Template\_0\_ada.docx.

Deliverables are typically required in an electronic format. If a hard copy deliverable is required, each final hard copy deliverable shall be delivered as one (1) original, reproducible, 8 ½” by 11”, camera-ready master in black ink, unless otherwise directed by the CAM. 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 deliver an electronic copy of the full text in a compatible version of Microsoft (MS) Word (.doc or .docx).

Unless otherwise specified by the CAM, the following describes the accepted formats of electronic data and documents provided to the CEC as contract deliverables and establishes the computer platforms, operating systems, and application versions that will be required to review and approve all application deliverables.

* Data sets shall be in MS Access, MS Excel, or another file format as specified by the CAM.
* PC-based text documents shall be in MS Word file format.
* 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.

## Primary Tasks

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

|  |  |
| --- | --- |
| **Task #** | **Description of Task** |
| 1 | Agreement Management |
| 2 | Flexible Demand Appliance Standards Measure Identification and Analysis |
| 3 | Energy and Climate Accounting Methodologies |
| 4 | Contingencies and Additional Topic Areas for Technical Support |

**Task 1 – Agreement Management**

Each Work Authorization will reflect the maximum that can be spent for Agreement Management for each fiscal year. A maximum of 10 percent 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. At the discretion of the CAM, meetings, briefings, and discussions may be held via conference call, MS Teams, or Zoom.

The Contractor’s responsibilities under this task include, but are not limited to, the following:

**Task 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 CAO, and a representative of the Accounting Office.The CAM will designate the specific location. The Contractor shall include its 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.
* If necessary, prepare an updated Schedule of Deliverables based on the decisions made in the kick-off meeting.

**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.

**Task Deliverables:**

* An updated schedule of deliverables (if applicable)

**Task 1.2 – Program Meetings and Briefings**

The goal of this task is to ensure direct collaboration with CEC staff, staff of other public agencies, and participating external stakeholders throughout the completion of Tasks 2 through 4, and to disseminate information to all parties as needed.

**The Contractor and Subcontractor 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 with local governments and public institutions will be included in each Work Authorization. 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.

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

**Task 1.3 – Invoices**

The goal of this task 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 (Task 1.6).
  + 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.

**Task Deliverables:**

* Monthly invoices

**Task 1.4 – Management of Work Authorizations**

The goal of this task is to facilitate the preparation of Work Authorizations.

**The Contractor shall:**

* At the direction of the CAM, assist the CEC in preparing the Work Authorizations, which define the SOW, the schedule of deliverables, and the project(s) budget.

**Task 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.
* Enter into subcontracts.
* Enforce subcontract provisions.
* 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.

**Task 1.6 – Progress Reports**

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 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 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 will provide the format for the progress reports.

**Task Deliverables**:

* Monthly progress reports

**Task 1.7 – Final Meeting**

The goal of this task 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. This meeting will be attended by the Contractor Project Manager and the CAM. 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.
* Prepare a schedule for completing the closeout activities for this Agreement, based on determinations made within the meeting.

**Task Deliverables:**

* Written documentation of meeting agreements
* Schedule for completing closeout activities
* Findings, conclusions, and recommendations

**Task 2 –** **Flexible Demand Appliance Standards Measure Identification and Analysis**

The goal of this task is to develop proposals to adopt, by regulation, and periodically update, standards for appliances to facilitate the deployment of flexible demand technologies, including all of the information and analysis necessary to adopt amendments to California regulations via the rulemaking process.

At the direction of the CAM, the Contractor shall identify flexible demand opportunities (measures) for residential and commercial appliances, as well as assist in evaluating measure proposals submitted to staff by outside parties. The measures to be considered may include, but are not limited to, the following:

* Minimum specifications for demand scheduling features, including automated features;
* Communication specifications for receiving and responding to demand and price signals sent by utility providers;
* Measures that are options for compliance with demand flexibility standards, but are not required; and
* New measures proposed by stakeholders.

For each identified measure, this task will include development and documentation of plans for additional information about the measure required for completion of subsequent tasks.

Contractor shall document the proposal for each measure in a draft Measure Proposal. See the [Building Energy Efficiency Measure Proposal Template](https://www.energy.ca.gov/sites/default/files/2020-03/New_Measure_Proposal_Template_ADA.docx) located for download at https://www.energy.ca.gov/media/3538 as an example template.

Contractor shall be prepared to complete the necessary research and analysis required by the appropriate Measure Proposal template. This draft will be submitted to the CAM for approval. Upon approval of the draft, the CAM, in consultation with the Contractor, shall schedule the date and location for the workshop(s) for public review. The Contractor may be directed to present the measure(s) at the workshop and, working with CEC staff and subject matter experts, address issues raised by stakeholders at the workshop and incorporate changes into a revised measure proposal. Additional workshop(s) to review the revised Measure Proposal will be held if the CAM deems it necessary. As directed, the Contractor will address additional measures or issues identified in later workshops or public comments.

Work in this task may also include:

* Review of national or international codes for relevance to the proposed new regulations;
* Review of measure proposals submitted to staff by outside parties;
* Assessment of new methods for determining compliance;
* Updates to guidance publications and outreach materials; and
* Development, research, and analysis of proposed or potential measures to meet the requirements for inclusion in the California Code of Regulations (CCR).

**Task Deliverables:**

* One or more Draft Measure Proposals
* One or more Final Measure Proposals
* Reports on research and analysis of proposed or potential measures, including other energy codes from other jurisdictions, states, and counties, as requested
* Other deliverables to be defined as needed through Work Authorizations

**Task 3 – Energy and Climate Accounting Methodologies**

The goal of this task is to develop consistent accounting methodologies for energy and climate impacts (both beneficial and adverse) that can be applied uniformly to the measure proposals specified for Task 2, as well as to complete documentation required under the Administrative Procedures Act (APA) and California Environmental Quality Act (CEQA).

At the direction of the CAM, the Contractor shall update existing and develop new accounting methodologies for assessing the effects of energy efficiency measures, as well as incorporate these accounting methodologies into an overall methodology for assessing the life cycle benefits and costs of proposed flexible demand appliance standards.

**Task 3.1 – Accounting Methodologies**

Update accounting methodologies used to value the electricity and water use impacts of flexible demand features and technologies, including impacts on peak loads, GHG and criteria pollutant emissions, and utilization of renewable energy resources. The work in this task is expected to include, but not be limited to, the following:

* Review and make recommendations for use of the Time Dependent Valuation (TDV) of Energy methodology for FDAS, with the following considerations:
  + Current and projected costs of fuels and electricity based on state and national energy policies, including the potential cost impacts of high concentrations of renewable energy generation in California.
  + Current and projected retail rate structures, including an analysis of what portion of these retail energy costs should be considered fixed versus volumetric (i.e., dependent on the amount of energy used).
  + Current and projected costs of carbon and other environmental impacts of energy use.
* Review and/or develop additional accounting methodologies relating to source energy, site energy, greenhouse gas emissions, criteria pollution emissions, and other potential energy and climate related impacts as necessary to address stakeholder questions and concerns.
* Document the technical details and results of accounting methodologies as needed to comply with statutory and regulatory requirements relating to rulemaking.

**Task Deliverables:**

* Accounting Methodology Report
* Portions / chapters of financial impact documentation required under APA
* Portions / chapters of environmental impact documentation required under CEQA
* Other deliverables to be defined as needed through Work Authorizations

**Task 3.2 – Life Cycle Cost Analysis**

Update the methodology used to assess the life cycle costs and savings for the measures to be considered in FDAS proposals, including leveraging of the accounting methodologies developed under Task 3.1. Prepare life cycle cost analysis for proposed measures as needed to comply with section 25402(f)(3) of the PRC. The work in this task is expected to include, but not be limited to, the following:

* Review and suggest revisions to the CEC Life Cycle Cost methodology.
* Review and revise reference climatic data and climate methodologies that impact energy savings and accounting for FDAS measures.
* Establish cost curves for different classes of technology predicting changes in costs due to adoption of proposed measures.
* Analyze and incorporate measures as appropriate to leverage all applicable work on this topic completed by the DOE for federal appliance efficiency standards.
* Complete life cycle cost analyses to determine the cost-effectiveness of proposed measures, both incrementally and in combination as specified by the CAM.
  + Document all economic assumptions, periods of analysis, and energy forecasts (e.g., electricity, natural gas, and propane) that are to be used.
  + Identify any sensitivity or scenario analyses on these and other parameters (e.g., measure performance, measure costs, useful life, fuel costs, avoided costs of climate change, water costs, emissions values, etc.).
* Document the technical details and results of life cycle cost and benefit analysis as needed to comply with statutory and regulatory requirements relating to rulemaking.

**Task Deliverables:**

* Life Cycle Cost Analysis Report
* Portions / chapters of financial impact documentation required under APA
* Portions / chapters of environmental impact documentation required under CEQA
* Other deliverables to be defined as needed through Work Authorizations

**Task 4 – Contingencies and Additional Topic Areas Technical Support**

The Contract team shall assist with work to develop program components beyond what is specifically described in Tasks 2-4 related to FDAS technical support. 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.
* Attending workshops and hearings to support outreach on proposed or adopted standards.
* General knowledge transfer to CEC staff.

**Task Deliverables:**

* Other deliverables to be defined as needed through Work Authorizations

## Agreement Deliverables

The following deliverables chart does not represent all deliverables necessary to complete the goals and objectives of this Agreement. Additional deliverables will be outlined in Work Authorizations. For deliverables listed, Work Authorizations will specify due dates.

|  |  |  |
| --- | --- | --- |
| **Task #** | **DELIVERABLES** | **TENTATIVE DUE DATES** |
| **1.1** | **Kick-Off Meeting** |  |
|  | An updated schedule of deliverables (if applicable) | 2nd quarter 2023 |
| **1.3** | **Invoices** |  |
|  | Monthly invoices | Monthly |
| **1.6** | **Progress Reports** |  |
|  | Monthly progress reports | Monthly |
| **1.7** | **Final Meeting** |  |
|  | Written documentation of meeting agreements | 2nd quarter 2026 |
|  | Schedule for completing closeout activities | 2nd quarter 2026 |
|  | Findings, conclusions, and recommendations | 2nd quarter 2026 |
| **2** | **Flexible Demand Appliance Standards Measure Identification and Analysis** |  |
|  | One or more Draft Measure Proposals | TBD per Work Authorization |
|  | One or more Final Measure Proposals | TBD per Work Authorization |
|  | Reports on research and analysis of proposed or potential measures, or other energy codes from other jurisdictions, states, and countries, as requested | TBD per Work Authorization |
|  | Other deliverables to be defined as needed through Work Authorizations | TBD per Work Authorization |
| **3** | **Energy and Climate Accounting Methodologies** |  |
|  | Accounting Methodology Report | TBD per Work Authorization |
|  | Life Cycle Cost Analysis Report | TBD per Work Authorization |
|  | Portions / chapters of financial impact documentation required under APA | TBD per Work Authorization |
|  | Portions / chapters of environmental impact documentation required under CEQA | TBD per Work Authorization |
|  | Other deliverables to be defined as needed through Work Authorizations | TBD per Work Authorization |
| **4** | **Contingencies and Additional Topic Areas for Technical Support** |  |
|  | Other deliverables to be defined as needed through Work Authorizations | TBD per Work Authorization |

# III. SOQ Format, Required Documents, and Delivery

## About This Section

This section contains the format requirements and instructions on how to submit an SOQ in response to this RFQ. The format is prescribed to assist the Firm in meeting state requirements and to enable the CEC to evaluate each SOQ uniformly and fairly. Firms must follow all SOQ format instructions, answer all questions, and supply all requested data.

## Pricing/Rates Information

Do not submit any price quotes or bids in your SOQ since this will be negotiated with the top-rated Firm.

## Required Format for an SOQ

All SOQs submitted under this RFQ must be typed or printed using a standard 11‑point font, singled-spaced and a blank line between paragraphs. Pages must be numbered, and sections titled and printed back-to-back.

## Preferred Method for Delivery

Firms must submit the SOQ (Sections 1 and 2).

The method of delivery for this solicitation is the CEC’s [Grant Solicitation System](https://gss.energy.ca.gov/), located at https://gss.energy.ca.gov/. This online tool allows applicants to submit their electronic documents to the CEC prior to the date and time specified in this solicitation. Attachments requiring signatures (see Note about Signatures, Section I) may be scanned and submitted in PDF format. **The system will not allow electronic documents to be submitted after the SOQ due date and time. To avoid file size limitations, please submit each document as a separate file and do not combine multiple documents.**

First time users must register as a new user to access the system. Applicants will receive a confirmation email after all required documents have been successfully uploaded. A tutorial of the system is available on the [CEC website](https://www.energy.ca.gov/funding-opportunities/funding-resources) under General Funding Information located at https://www.energy.ca.gov/funding-opportunities/funding-resources. You may contact the CAO identified in the Contact Information section of this solicitation for more assistance.

Due to COVID-19, hard copies, or submissions via email or fax will not be accepted for this solicitation.

## Organize Your SOQ as Follows:

### SECTION 1, Administrative Response

|  |  |
| --- | --- |
| Cover Letter |  |
| Table of Contents |  |
| Contractor Status Form | Attachment 1 |
| Darfur Contracting Act Form | Attachment 2 |
| Disabled Veteran Business Enterprise (DVBE) Declarations Form (Std. 843) | Attachment 3 |
| Bidder Declaration Form (GSPD-05-105) | Attachment 4 |
| Contractor Certification Clauses | Attachment 5 |
| Civil Rights Law Certification | Attachment 8 |

### SECTION 2, Technical Response

|  |  |
| --- | --- |
| Approach to Tasks in Scope of Work |  |
| Project Team Organizations Structure and Cost Minimization |  |
| Project Team Relevant Experience and Qualifications |  |
| Analytical Tools |  |
| Client References | Attachment 7 |

1. **Approach to Tasks in Scope of Work**

Describe the Firm’s general and specific proposed approaches to providing the following services listed in the SOW, highlighting outstanding features, qualifications, and experience of each team member.

* Agreement Management
* Flexible Demand Appliance Standards Measure Identification and Analysis
* Energy and Climate Accounting Methodologies
* Contingencies and Additional Topic Areas for Technical Support

1. **Project Team Organizational Structure and Cost Minimization**

* Describe the organizational structure of the Firm, including providing an organizational chart of the entire contract team.
* Identify the locations of the Firm’s and each Subcontractor’s headquarters and/or satellite office(s) and proposed methods of minimizing cost to the state. Without revealing hourly rates or cost, describe the efforts the Firm will take to minimize costs to the CEC in the successful performance of this Agreement. For example:
* In-State Travel Costs – What policy will the Firm adopt as related to team member time charges when the team member is traveling and/or not working actively on the Agreement?
* Out-of-State Travel Costs – It is the CEC’s intent to reimburse Contractor costs for airfare within California. If the Firm and/or team members are located out-of-state, will the Firm and/or team members establish an office in California and/or initiate all travel and related time charges from this California office, and not the out-of-state office? The CEC is interested in reimbursing for active time spent working on this Agreement, not travel.
* Provide a short description of each Subcontractor and key members of the team. Describe the relationship between the Firm and the Subcontractors on your team. Indicate any history of a working relationship between the team members noting any significant stories.
* Describe professional awards.
* Describe the organization, composition, and functions to be performed by staff members of the Firm and any Subcontractors and how the staff is qualified to carry out the tasks in this Agreement.
* Identify a primary contact person for the Firm and each Subcontractor. The primary contact person for the Firm must attend the discussion session described in Section IV. At least one (1) individual representing the team’s expertise in each of the technical areas of your SOQ is encouraged to attend the discussion session.
* Describe ability to effectively and efficiently recruit additional Subcontractors in response to CEC direction.
* Describe the ability of the Firm to pay Subcontractors on a timely basis (ahead of receiving payment from the state).
* Describe how the Firm will clearly differentiate the work and deliverables for this Agreement from other contracts with entities supporting the CEC.
* Firms must identify any actual or potential conflicts of interest that might impact its ability to perform the proposed project and describe actions that would be taken to avoid or mitigate the conflicts. For example, if an individual participated as a consultant as defined under the Political Reform Act (Government Code section 81000 et seq.) in a CEC agreement that is related to the work under the proposed project, the individual might be prohibited from participating in the proposed project. In that circumstance, the individual and the current CEC agreement should be identified, and the applicant should propose actions it would take to ensure the project would be successful if the individual is in fact prohibited from participating in the project.

1. **Project Team Relevant Experience and Qualifications**

1. Firm Only:

* Describe the Firm’s approach to the contract management and administration of this Agreement. Identify the Contract management team members.
* Describe the qualifications of the Firm, and the planned approach to effectively provide direction, motivation, and vision to the team; to provide quality assurance for each team member’s performance; and to minimize turnover and provide a stable professional team, including the ability to quickly add and train new team members as needed.
* Describe the ability to organize and manage a team of technical experts to effectively complete SOW tasks and deliverables in a timely manner.

2. Team Members including Firm:

* Document the project team’s qualifications as they apply to performing the tasks described in the SOW. Describe the nature and scope of recently completed work as it relates to the SOW.
* Identify and list all the Firm’s staffs and Subcontractors (all team members) who will be committed to the tasks and describe their roles and responsibilities.
* Describe job classification, relevant experience, education, academic degrees of these technical staff team members.
* Provide a current resume for all team members listed.
* Identify the percentage of time each team member will be available throughout the Agreement.
* Describe each team member’s familiarity with the technical expertise in performing pertinent tasks identified in the SOW.

1. **Analytical Tools**

* Describe any technical capabilities that would facilitate communication with the CEC. Please note the team members must provide their own computers and software and these costs are not reimbursable under the Agreement.
* Describe what types of computers and/or analytical tools will be used to accomplish the tasks listed in the SOW.
* List the names and editions of all software to be used in accomplishing the tasks listed in the SOW.

1. **Client References**

The Firm and each Subcontractor shall complete a Client Reference Form. Three (3) client references are required for the Firm and three (3) client references are required for each Subcontractor.

# IV. Evaluation PROCESS and Criteria

## Selection Process Steps

The CEC will organize a committee whose members have expertise in evaluation of Architectural and Engineering Services. The Evaluation Committee will evaluate the SOQs as follows:

### Administrative and Completeness Screening Criteria (Mandatory)

Each SOQ will be screened for compliance with the Administrative Screening Criteria below. The CEC will evaluate each SOQ to determine its responsiveness to these requirements. SOQs that fail or do not fully comply with any of the Administrative and Completeness Screening Criteria shall be disqualified and eliminated from further evaluation (see Note about Signatures, Section I).

* SOQ must be received by the exact time and date set for receipt of SOQs.
* SOQ must be responsive to the California Disabled Veteran Business Enterprise participation requirements.
* Firm cannot be currently suspended for violating DVBE law. SOQ cannot include a subcontractor currently suspended for violating DVBE law. Military & Veterans Code section 999.9(g)
* SOQ must include a properly executed Contractor Certification Clauses.
* SOQ must include a properly executed Darfur Contracting Act Form.
* SOQ must include a properly executed California Civil Rights Laws Certification Form.
* SOQ must not contain false or intentionally misleading statements or references that do not support an attribute or condition contended by the Firm.
* SOQ must not contain false or intentionally misleading statements or references that do not support an attribute or condition contended by the Firm.
* SOQ must not have a conflict of interest as stated in Section IV of this RFQ.
* SOQ must not contain confidential information or contain any portion marked confidential.
* Firm must agree to the Terms and Conditions as attached to the solicitation. Firm must sign the Contractor Status Form indicating acceptance with the Terms and Conditions. Firm must not state anywhere in the SOQ that acceptance is based on modifications to those Terms and Conditions or separate Terms and Conditions.

### Grounds to Reject an SOQ

In addition to the Administrative and Completeness Screening Criteria identified above, the CEC reserves the right to reject an SOQ if:

* The SOQ is unsigned (see Note about Signatures, Section I).
* The SOQ is not prepared in the format described.
* The Firm has submitted multiple SOQs.
* The SOQ does not literally comply or contains caveats that conflict with the RFQ and the variation or deviation is not material, or it is otherwise non-responsive.
* The Firm has previously completed a PIER agreement, received the PIER Royalty Review letter, which the CEC annually sends out to remind past recipients of their obligations to pay royalties, and has not responded to the letter or is otherwise not in compliance with repaying royalties.

### Evaluation of Qualifications

The Evaluation Committee will review and score all remaining SOQs based on the Evaluation Criteria in this RFQ. The preliminary technical score for each SOQ will be the average of the combined scores of all Evaluation Committee members.

### Ranking an SOQ

After each SOQ is scored, it will be placed on a list, in rank order, with the highest scoring SOQ placed first and the remainder in descending order based on score.

### Notice of Firms Selected for Discussions

Approximately five (5) business days before the time scheduled for discussions, the CEC will notify all Firms indicating whether they will be invited to participate in the discussions.

### Discussions

The Evaluation Committee shall conduct discussions during the Evaluation Process with no less than three (3) Firms, unless fewer than three (3) Firms apply, regarding qualifications and methods for furnishing the required services. Firms invited to participate in the Discussion will be scored by the Evaluation Committee on their response. The Evaluation Committee may use patterned questions and/or questions specific to an SOQ to conduct these discussions. The Evaluation Committee may provide the Firms with a copy of the questions and/or issues to be addressed and a format for structured discussions.

Firms should anticipate discussions to occur through virtual meetings via MS Teams. The project lead must participate and at least one (1) person from each technical area is encouraged participate in the discussion.

Upon completion of the discussions, the Evaluation Committee may adjust the preliminary scores and re-rank the Firms. From the Firms with which discussions are held, the Evaluation Committee shall select no less than three (3), unless fewer than three (3) Firms apply, in order of preference, based upon the established criteria, who are deemed to be the most highly qualified to provide the required services.

## Notice of Selection

Subsequent to the SOQ evaluations and the discussions with Firms, the CEC will post a “Notice of Selection” of the top-scoring Firm on the [CEC's website](https://www.energy.ca.gov/funding-opportunities/solicitations) at https://www.energy.ca.gov/funding-opportunities/solicitations.

## Negotiations

Pursuant to Title 20, California Code of Regulations, section 2565, and Public Contract Code (PCC) section 6106, within 14 days after posting the Notice of Selection, the CEC will begin negotiations with the top ranked Firm for an acceptable fee (hourly rates and markup on direct costs, if any).

The top ranked Firm will be required to submit:

1. Proposed percentage that the Firm will markup on any direct costs incurred, if any. Direct cost items, such as equipment purchase or rental, copying, etc., must be charged to the CEC at the same actual cost that the Firm is charged by outside vendors or subcontractors, or the same cost the Firm charges other customers. The CEC will negotiate with the Firm on any markup that the Firm proposes to charge, if any, on top of the actual cost of the item.
2. A list of rates for persons listed in the SOQ, after written notification of selection. The CEC may consider negotiating rates for persons that the Firm did not include in the SOQ. However, because the additional persons might affect the Firm’s score, take additional time that the CEC does not have, or add costs that the CEC does not want to spend, the CEC reserves the right to do any of the following, along with any other existing rights:

* Assess how the new person might affect the Firm’s score, including possibly rescoring its SOQ;
* Refuse to add the new person; or
* Add the new person.

If the CEC determines that it will not accept a new person or hourly rate that the Firm proposes for a particular person, the CEC will stop rate negotiations for that person and proceed with negotiations for the remainder of the persons. Firms are cautioned that they should include all team members in its SOQ. The CEC does not want to be in the position of assessing additional persons during rate negotiations.

If negotiations with the top ranked Firm fail, the CEC will enter into negotiations with the next highest scoring Firm, and so on.

## Notice of Proposed Award

Subsequent to the negotiations, the CEC will post a “Notice of Proposed Award” on the [CEC website](https://www.energy.ca.gov/funding-opportunities/solicitations) at https://www.energy.ca.gov/funding-opportunities/solicitations.

The Evaluation Committee may reject Firms and SOQs if they are not considered to be in the best interest of the CEC.

## 

## Scoring Scale

Using this Scoring Scale, the Evaluation Committee will give a score for each criterion described in the Evaluation Criteria Worksheet.

|  |  |  |
| --- | --- | --- |
| **% of Possible Points** | **Interpretation** | **Explanation for Percentage Points** |
| 0% | Not Responsive | Response does not include or fails to address the requirements being scored. The omission(s), flaw(s), or defect(s) are significant and unacceptable. |
| 10-30% | Minimally Responsive | Response minimally addresses the requirements being scored. The omission(s), flaw(s), or defect(s) are significant and unacceptable. |
| 40-60% | Inadequate | Response addresses the requirements being scored, but there are one (1) or more omissions, flaws, or defects or the requirements are addressed in such a limited way that it results in a low degree of confidence in the proposed solution. |
| 70% | Adequate | Response adequately addresses the requirements being scored. Any omission(s), flaw(s), or defect(s) are inconsequential and acceptable. |
| 80% | Good | Response fully addresses the requirements being scored with a good degree of confidence in the Firm’s response or proposed solution. No identified omission(s), flaw(s), or defect(s). Any identified weaknesses are minimal, inconsequential, and acceptable. |
| 90% | Excellent | Response fully addresses the requirements being scored with a high degree of confidence in the Firm’s response or proposed solution. Firm offers one (1) or more enhancing features, methods, or approaches exceeding basic expectations. |
| 100% | Exceptional | All requirements are addressed with the highest degree of confidence in the Firm’s response or proposed solution. The response exceeds the requirements in providing multiple enhancing features, a creative approach, or an exceptional solution. |

## Evaluation of Statement of Qualifications – Criteria

|  |  |
| --- | --- |
| **WRITTEN Evaluation Criteria** | **Possible Points** |
| 1. **Approach to Tasks in Scope of Work** | **30** |
| Describe the Firm’s general and specific proposed approaches to providing the following services listed in the SOW, highlighting outstanding features, qualifications, and experience of each team member.   * Agreement Management * Flexible Demand Appliance Standards Measure Identification and Analysis * Energy and Climate Accounting Methodologies * Contingencies and Additional Topic Areas for Technical Support |  |
| 1. **Project Team Organizational Structure and Cost Minimization** | **30** |
| The degree to which the SOQ:   * Describes the organizational structure of the Firm, including providing an organizational chart of the entire contract team. * Identifies the locations of the Firm’s and each Subcontractor’s headquarters and/or satellite office(s) and proposed methods of minimizing cost to the state. Without revealing hourly rates or cost, describe the efforts the Firm will take to minimize costs to the CEC in the successful performance of this Agreement. For example:   + In-State Travel Costs: What policy will the Firm adopt as related to team member time charges when the team member is traveling and/or not working actively on the Agreement?   + Out-of-State Travel Costs: It is the CEC’s intent to reimburse Contractor costs for airfare within California. If the Firm and/or team members are located out-of-state, will the Firm and/or team members establish an office in California and/or initiate all travel and related time charges from this California office, and not the out-of-state office? The CEC is interested in reimbursing for active time spent working on this Agreement, not travel. * Provides a short description of each Subcontractor and key members of the team. Describe the relationship between the Firm and the Subcontractors on your team. Indicate any history of a working relationship between the team members noting any significant stories. * Describes professional awards. * Describes the organization, composition, and functions to be performed by staff members of the Firm and any Subcontractors and how the staff is qualified to carry out the tasks in this Agreement. * Identifies a primary contact person for the Firm and each Subcontractor. The primary contact person for the Firm must attend the discussion session described in Section IV. At least one (1) individual representing the team’s expertise in each of the technical areas of your SOQ is encouraged to attend the discussion session. * Describes ability to effectively and efficiently recruit additional Subcontractors in response to CEC direction. * Describes the ability of the Firm to pay Subcontractors on a timely basis (ahead of receiving payment from the state). * Describe how the Firm will clearly differentiate the work and deliverables for this Agreement from other contracts with entities supporting the CEC. * Firms must identify any actual or potential conflicts of interest that might impact its ability to perform the proposed project and describe actions that would be taken to avoid or mitigate the conflicts. For example, if an individual participated as a consultant as defined under the Political Reform Act (Government Code section 81000 et seq.) in a CEC agreement that is related to the work under the proposed project, the individual might be prohibited from participating in the proposed project. In that circumstance, the individual and the current CEC agreement should be identified, and the applicant should propose actions it would take to ensure the project would be successful if the individual is in fact prohibited from participating in the project. |  |
| 1. **Project Team Relevant Experience and Qualifications** | **15** |
| The degree to which the SOQ:   * Firm Only:   + Describes the Firm’s approach to the contract management and administration of this Agreement. Identify the Contract management team members.   + Describes the qualifications of the Firm, and the planned approach to effectively provide direction, motivation, and vision to the team; to provide quality assurance for each team member’s performance; and to minimize turnover and provide a stable professional team, including the ability to quickly add and train new team members as needed.   + Describes the ability to organize and manage a team of technical experts to effectively complete SOW tasks and deliverables in a timely manner. * Team Members including Firm:   + Documents the project team’s qualifications as they apply to performing the tasks described in the SOW. Describe the nature and scope of recently completed work as it relates to the SOW.   + Identifies and list all the Firm’s staff and Subcontractors (all team members) who will be committed to the tasks and describe their roles and responsibilities.   + Describes job classification, relevant experience, education, and academic degrees of these technical staff team members.   + Provides a current resume for all team members listed.   + Identifies the percentage of time each team member will be available throughout the Agreement.   + Describes each team member’s familiarity with the technical expertise in performing pertinent tasks identified in the SOW. |  |
| 1. **Analytical Tools** | **15** |
| The degree to which the SOQ:   * Describes any technical capabilities that would facilitate communication with the CEC. Please note the team members must provide their own computers and software and these costs are not reimbursable under the Agreement. * Describes what types of computers and/or analytical tools will be used to accomplish the tasks listed in the SOW. * Lists the names and editions of all software to be used in accomplishing the tasks listed in the SOW. |  |
| 1. **Client References** | **5** |
| The Firm and each Subcontractor completed a Client Reference Form including a minimum of three (3) client references. |  |
| **WRITTEN EVALUATION CRITERIA MAXIMUM TOTAL** | **95** |
| **Evaluation of Written SOQ** *(Maximum Points)* |  |

|  |  |
| --- | --- |
| **DISCUSSION EVALUATION CRITERIA** | **5** |
| Quality of presentation  Clear and concise responses to questions  Demonstrated knowledge of the subject/issues |  |
| **Evaluation of Discussion** *(Maximum Points)* |  |
| **Maximum Total Points** | **100** |
| **Firm’s Score** |  |
| **Disabled Veteran Business Enterprise Incentive Points:** |  |
| **Final Adjusted Score** |  |

# V. Business Participation Programs (Preferences/Incentives)

## About This Section

A Firm may qualify for preferences/incentives as described below. Each Firm passing the Administrative and Completeness screening will receive the applicable preference/incentive.

This section describes the following business participation programs:

* Disabled Veteran Business Enterprise Participation Compliance Requirements
* Disabled Veteran Business Enterprise Incentive

## Disabled Veteran Business Enterprise (DVBE) Participation Compliance Requirements

**DVBE Participation Required**

This RFQ is subject to a mandatory certified DVBE participation of at least three percent (3%).

**Firm or Subcontractor Suspension**

The CEC shall reject an SOW and shall not enter into a Contract if a Firm or Subcontractor used by Firm is currently suspended for violating DVBE law.

**Two Methods to Meet DVBE Participation Requirement**

1. If Firm is a DVBE, then the Firm has satisfied the participation requirements if it commits to performing at least three percent (3%) of the contract with the Firm, or in combination with other DVBE(s).
2. If Firm is not a DVBE, the Firm can satisfy the requirement by committing to use certified DVBE Subcontractors for at least three percent (3%) of the contract. The DVBE percentage is determined by percentage of work that the Firm anticipates will be assigned to the DVBE Subcontractor during the course of the contract.

**Required Forms**

**Firm must complete Attachments 1, 3, and 4 to document DVBE participation. If the Firm does not include these forms, the SOQ is considered non-responsive and shall be rejected.**

* **Attachment 1:** Contractor Status Form (Attachment 1)
* Under the paragraph entitled: “Disabled Veteran Business Enterprise Participation Acknowledgement,” make sure to check “YES” in the “DVBE Participation” box.
* **Attachment 3:** Disabled Veteran Business Enterprise (DVBE) Declarations Form (Std. 843 – Attachment 3)
* **Attachment 4:** Bidder Declaration Form (GSPD-05-105 – Attachment 4)

The “Corresponding % of bid price” column under Section 2 of the Bidder Declaration Form will be used to determine DVBE percentage. The percentages listed here must reflect the percentage of work that the Firm anticipates each Subcontractor will complete.

If the Firm lists a DVBE sub on Attachment 4 and fails to list a percentage or indicates a percentage less than the three percent (3%) requirement in the “Corresponding % of bid price” column, the SOQ will be rejected as non-responsive to DVBE compliance requirements.

**DVBE Definition**

For DVBE certification purposes, per Military & Veterans Code section 999(b)(6), a "disabled veteran" is:

* A veteran of the U.S. military, naval, or air service of the United States, including but not limited to, the Philippine Commonwealth Army, the Regular Scouts (“Old Scouts”), and the Special Philippine Scouts (“New Scouts”);
* The veteran must have a service-connected disability of at least ten percent (10%) or more; and
* The veteran must be domiciled in California.

**DVBE Certification and Eligibility**

To be certified as a DVBE, your Firm must meet the following requirements in Military & Veterans Code section 999(b)(7):

* It is a sole proprietorship at least 51 percent (51%) owned by one (1) or more disabled veterans or, in the case of a publicly owned business, at least 51 percent (51%) of its stock is unconditionally owned by one (1) or more disabled veterans; a subsidiary that is wholly owned by a parent corporation, but only if at least 51 percent (51%) of the voting stock of the parent corporation is unconditionally owned by one (1) or more disabled veterans; or a joint venture in which at least 51 percent (51%) of the joint venture’s management, control, and earnings are held by one (1) or more disabled veterans.
* The management and control of the daily business operations are by one (1) or more disabled veterans. The disabled veterans who exercise management and control are not required to be the same disabled veterans as the owners of the business.
* It is a sole proprietorship, corporation, or partnership with its home office located in the US, which is not a branch or subsidiary of a foreign corporation, foreign Firm, or other foreign-based business.
* DVBE limited liability companies must be wholly owned by one (1) or more disabled veterans. PCC section 10115.9.
* Each DVBE Firm listed on the DVBE Declarations Std. form 843 (Attachment 3) and on the Bidder Declaration form GSPD-05-105 (Attachment 4) must be formally certified as a DVBE by the Office of Small Business and DVBE Services (OSDS). The DVBE program is not a self-certification program. Firm must have submitted application to OSDS for DVBE certification by the SOQ due date to be counted in meeting participation requirements.

**Printing / Copying Services Not Eligible**

DVBE Subcontractors cannot provide printing/copying services. For more information, see Section VI Administration, which states that printing services are not allowed.

**To Find Certified DVBEs**

Access the list of all certified DVBEs by using the [Department of General Services, Procurement Division (DGS-PD), online certified firm database](https://www.caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx) located online at https://www.caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx. Search by “Keywords” or “United Nations Standard Products and Services Codes” (UNSPSC) that apply to the elements of work you want to subcontract to a DVBE. Check for Subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the [CSCR](https://www.caleprocure.ca.gov/pages/Events-BS3/event-search.aspx) online at https://www.caleprocure.ca.gov/pages/Events-BS3/event-search.aspx. For questions regarding the online certified firm database and the CSCR, please contact the OSDS by telephone at (916) 375-4940 or by email at [OSDCHelp@dgs.ca.gov](mailto:OSDCHelp@dgs.ca.gov).

**Commercially Useful Function**

DVBEs must perform a commercially useful function relevant to this solicitation, in order to satisfy the DVBE program requirements. California Code of Regulations, Title 2, section 1896.71 provides:

“(a) A DVBE contractor, subcontractor or supplier of goods and/or services that contributes to the fulfillment of the contract requirements, shall perform a Commercially Useful Function (CUF) for each contract.

(b) A DVBE contractor, subcontractor, or a supplier of goods and/or of services is deemed to perform a CUF if the business does all of the following:

(1) Is responsible for the execution of a distinct element of work of the contract (including the supplying of services and goods);

(2) Carries out its obligation by actually performing, managing, or supervising the work involved;

(3) Performs work that is normal for its business services and functions;

(4) Is responsible, with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment;

(5) Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

(c) A contractor, subcontractor or supplier will not be considered to perform a commercially useful function if its role is limited to that of an extra participant in the transaction, contract or project through which funds are passed in order to obtain the appearance of DVBE participation.

(d) Contracting/procurement officials of the awarding department must:

(1) Evaluate if a DVBE awarded a contract meets the CUF requirement as defined in subdivision (b), and

(2) During the duration of the contract, monitor for CUF compliance (See State Contracting Manual Volume 1 Chapter 8 and Volumes 2 and 3, Chapter 3).

(e) If a CUF evaluation identifies potential program violations, awarding departments shall investigate and report findings to OSDS, referring to §§ 1896.88, 1896.91 and the State Contracting Manual.”

**Compliance with Law; Information Verified**

Firm shall comply with all rules, regulations, ordinances, and statutes that apply to the DVBE program as defined in Military & Veterans Code sections 999 and 999.5(d). Information submitted by the Firm to comply with this solicitation’s DVBE requirements will be verified. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation, in accordance with the requirements of PCC section 10115, et seq., and Military & Veterans Code section 999 et seq., and follow the investigatory procedures required by CCR Title 2, section 1896.90 et. seq. Contractors found to be in violation of certain provisions may be subject to loss of certification, penalties, sanctions, civil actions and/or contract termination.

**DVBE Report**

Upon completion of the contract for which a commitment to achieve DVBE participation was made, the Contractor that entered into a subcontract with a DVBE must certify in a report to the CEC: 1) the total amount the Prime Contractor received under the contract; 2) the name and address of the DVBE(s) that participated in the performance of the contract and the contract number; 3) the amount and percentage of work the Contractor committed to provide to one or more DVBEs under the requirements of the contract and the amount each DVBE received from the Contractor.; 4) that all payments under the contract have been made to the DVBE(s) (CEC may require proof that payment was made); and 5) the actual percentage of DVBE participation that was achieved. If the CEC does not receive the report, the CEC shall provide notice to the Contractor and if still not received, shall withhold $10,000 (or full payment if less than $10,000) from Contractor’s final payment. (For more details about the $10,000 withholding, see specific Agreement language in the Sample Agreement Example, Exhibit D, paragraph 4.) A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. Military & Veterans Code section 999.5(d).

**The Office of Small Business and DVBE Services**

The OSDS offers program information and may be reached on the [DGS Website](https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/How-to-do-business-with-the-state-of-California) at https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/How-to-do-business-with-the-state-of-California or by using the contact information provided below.

Department of General Services

Office of Small Business and DVBE Services

Address: 707 3rd Street, 1st Floor, Room 400

West Sacramento, CA 95605

Phone: (916) 375-4940

Email: [OSDSHelp@dgs.ca.gov](mailto:OSDSHelp@dgs.ca.gov)

**DVBE Law**

* PCC section 10115 et seq.
* Military & Veterans Code section 999 et. seq.
* CCR Title 2, section 1896.60 et. seq.

## DVBE Incentive

The information below explains how the incentive is applied and how much of an incentive will be given.

**How the Incentive is Applied:**

The DVBE incentive is applied during the evaluation process and only to responsive SOQs from responsible Firms. The incentive will vary in conjunction with the percentage of DVBE participation.

The Incentive is applied by adding the incentive to the SOQ for Firms that include more than the minimum required 3.00% DVBE participation. In other words, if a Firm includes 3.01% DVBE participation or greater, it will receive the DVBE incentive. If you include 3% DVBE participation, you will not receive the incentive. You will only receive the incentive if you include 3.01% or greater DVBE participation.

|  |  |  |
| --- | --- | --- |
| **Proposed DVBE Participation Level** | **DVBE Incentive % Point Preference** | **DVBE Incentive Points** |
| 3.01% - 3.99% | 1% | 1 |
| 4.00% - 4.99% | 2% | 2 |
| 5.00% - 5.99% | 3% | 3 |
| 6.00% - 6.99% | 4% | 4 |
| 7.00% or over | 5% | 5 |

**Required Forms**:

* **Attachment 1:** Contractor Status Form
  + Under the paragraph entitled: “Disabled Veteran Business Enterprise Participation Acknowledgement,” make sure to check “YES” in the “DVBE Incentive Participation” box.
* **Attachment 3:** Disabled Veteran Business Enterprise (DVBE) Declarations Form (Std. 843)
* **Attachment 4:** Bidder Declaration Form (GSPD-05-105)

## DVBE Incentive Law

* Military & Veterans Code section 999.5(a)
* CCR Title 2, section 1896.99.100 et. seq.

# VI. Administration

## RFQ Defined

The competitive method used for this procurement of services is an RFQ. An SOQ submitted in response will be scored and ranked based on the criteria in this RFQ. Every SOQ must establish in writing the Firm’s ability to perform the RFQ’s tasks. The CEC shall conduct discussions and then select the most qualified Firm. The CEC will negotiate an Agreement with the selected Firm for compensation that the CEC determines to be fair and reasonable.

## Labor Rates

The selected Firm may only bill for actual expenses incurred and paid in the performance of the work identified in the SOW, at their actual direct labor, fringe benefit, indirect, and general and administrative (G&A) rates not to exceed the maximum rates specified in the budget. The budgeted labor rates will be rate caps, or the maximum allowed to be billed. Budgeted labor rates will be reviewed by the CEC, and the CEC in its sole discretion will determine if the rates are fair and reasonable.

Upon request or audit by the CEC, the selected Firm or its Subcontractors will be required to furnish documentation to support that the claimed expenses are based on actual allowable costs. Examples of supporting documentation for labor rates include paystubs, W-2s, or in the case of self-employed Contractors or Subcontractors, copies of the individual’s or business’ federal tax returns. For labor hours, the selected Firm and its Subcontractors must have timesheets with sufficient internal controls to demonstrate that the timesheets are an accurate and complete reflection of both claimed contract hours and all hours worked. Fringe benefit, indirect, and G&A rates must be developed in accordance with generally accepted accounting principles and the applicable federal cost principles or acquisition regulations.

## Profit

The selected Firm and any Subcontractors, including further subcontractors, can include up to a maximum total of ten percent (10%) profit, fees, or markups on their own actual allowable labor expenses less any expenses further subcontracted to other entities (i.e., profit, fees, and markups are not allowed on subcontractor expenses). For example, if a Contractor has $100,000 in actual allowable costs but has further subcontracted $20,000 to another entity, then the Contractor can only include up to ten percent (10%) profit on $80,000 ($100,000 minus $20,000).

## Definition of Key Words & Acronyms

Important definitions for this RFQ are presented below:

|  |  |
| --- | --- |
| **KeyWordS & Acronym** | **Definition** |
| Act | Darfur Contracting Act of 2008 |
| CAO | Commission Agreement Office |
| COIA | Cost of Implementation Account |
| CSCR | California State Contracts Register |
| CUF | Commercially Useful Function |
| DGS | Department of General Services |
| DVBE | Disabled Veteran Business Enterprises |
| Firm | Respondent to this RFQ |
| FY | Fiscal Year |
| G&A | General and Administrative |
| LLC | Limited Liability Company |
| LLP | Limited Liability Partnership |
| LP | Limited Partnerships |
| OLS | Office of Legal Services |
| OSDS | Office of Small Business and DVBE Services |
| OSP | Office of State Publishing |
| PCC | Public Contract Code |
| RFQ | Request for Qualifications (this entire document) |
| SOQ | Statement of Qualifications (formal written response to this document from Firm) |
| State | State of California |
| UNSPSC | United Nations Standard Products and Services Codes |
| US | United States |

## Cost of Developing SOQ

The Firm is responsible for the cost of developing an SOQ and this cost cannot be charged to the state. The Firm is also responsible for any travel costs associated with participating in this RFQ.

## Software Application Development

If this scope of work includes any software application development, including but not limited to databases, websites, models, or modeling tools, the Firm shall utilize the following standard Application Architecture components in compatible versions:

* MS ASP.NET framework (version 3.5 and up) Recommend 4.0
* MS 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
* MS SQL (Structured Query Language)
* MS SQL Server 2008, Stored Procedures Recommend 2008 R2
* MS 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 Energy Commission Information Technology Services Branch.

## Printing Services

Per Management Memo 07-06, state agencies must procure printing services through the Office of State Publishing (OSP). Firms shall not include printing services in their SOQs.

## Confidential Information

The CEC will not accept or retain any SOQs that contain confidential information or have any portion marked confidential.

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## Darfur Contracting Act of 2008

Effective January 1, 2009, all solicitations must address the requirements of the Darfur Contracting Act of 2008 (Act) (PCC sections 10475, *et* *seq*.; Statutes 2008, Chapter 272). The Act was passed by the California Legislature and signed into law by the Governor to preclude state agencies generally from contracting with “scrutinized” companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in PCC section 10475.

A scrutinized company is a company doing business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit an SOQ for a contract with a state agency for goods or services. (PCC section 10477(a)).

Therefore, PCC section 10478 (a) requires a company that currently has (or within the previous three (3) years has had) business activities or other operations outside of the United States to certify that it is not a “scrutinized” company when it submits a bid or SOQ to a state agency **(See Option #1 on Attachment 2)**.

A scrutinized company may still, however, submit a bid or SOQ for a contract with a state agency for goods or services if the company first obtains permission from the Department of General Services (DGS) according to the criteria set forth in PCC section 10477(b) **(See Option #2 on Attachment 2).**

## California Civil Rights Laws

Prior to bidding on, submitting a proposal, or executing a contract or renewal for a state contract for goods or services of $100,000 or more, a bidder or proposer must certify that it follows the Unruh Civil Rights Act (section 51 of the Civil Code) and the Fair Employment and Housing Act (section 12960 of the Government Code).

Additionally, if a vendor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor must certify that such policies are not used in violation of the Unruh Civil Rights Act (section 51 of the Civil Code) or the Fair Employment and Housing Act (section 12960 of the Government Code).

See Attachment 8.

**Executive Order N-6-22 – Russia Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor’s bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

## RFQ Cancellation and Amendments

If it is in the state’s best interests, the CEC reserves the right to do any of the following:

* Cancel this RFQ,
* Amend this RFQ as needed, or
* Reject any or all SOQs received in response to this RFQ.

If the RFQ is amended, the CEC will send an addendum to all parties who requested the RFQ and will also post it on the [CEC website](https://www.energy.ca.gov/funding-opportunities/solicitations) at https://www.energy.ca.gov/funding-opportunities/solicitations. It will also be posted on the [DGS website](https://www.caleprocure.ca.gov/pages/index.aspx) located at https://www.caleprocure.ca.gov/pages/index.aspx.

## Errors

If a Firm discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFQ, the Firm shall immediately notify the CEC of such error in writing and request modification or clarification of the document. Modifications or clarifications resulting from this notice will be posted on the CEC’s website without divulging the source of the request for clarification. The CEC shall not be responsible for failure to correct errors.

## Modifying or Withdrawal of SOQ

A Firm may, by letter to the CAO at the CEC, withdraw or modify a submitted SOQ before the deadline to submit the SOQ. An SOQ cannot be modified after that date and time, but an SOQ may still be withdrawn. An SOQ cannot be “timed” to expire on a specific date. For example, a statement such as the following is non-responsive to the RFQ: “This SOQ is valid for 60 days.”

## Immaterial Defect

The CEC may waive any immaterial defect or deviation contained in a Firm’s SOQ. The CEC’s waiver shall in no way modify the SOQ or excuse the successful Firm from full compliance.

## Disposition of Firm’s Documents

On the submission date, all SOQs and related material submitted in response to this RFQ become the property of the state. After the Notice of Proposed Award is posted, all SOQs and related materials become public records. In addition, all evaluation and scoring sheets become public records after the Notice of Proposed Award is posted.

## 

## Firms’ Admonishment

This RFQ contains the instructions governing the requirements for an SOQ to be submitted by interested Firms, the format in which the information is to be submitted, the material to be included, the requirements that must be met to be eligible for consideration, and Firm responsibilities. Firms must take the responsibility to carefully read the entire RFQ, ask appropriate questions in a timely manner, submit all required responses in a complete manner by the required date and time, make sure that all procedures and requirements of the RFQ are followed and appropriately addressed, and carefully reread the entire RFQ before submitting an SOQ.

## Agreement Requirements

The content of this RFQ shall be incorporated by reference into the final contract. See the Agreement Terms and Conditions included in this RFQ.

## No Contract Until Signed and Approved

No agreement between the CEC and the successful Firm is in effect until the contract is signed by the Contractor, approved at a CEC business meeting, and signed by the CEC Contracts Office Manager.

## Contract Amendment

The contract executed as a result of this RFQ will be able to be amended by mutual consent of the CEC and the Contractor. The contract may require amendment as a result of project review, changes, and additions; changes in project scope; or availability of funds.

## Conflict of Interest

Any CEC employee who participates in the selection process and any Firm seeking a contract under this RFQ are prohibited from offering, soliciting, or accepting gifts, services, goods, loans, rebates, or payments of any kind (such as kickbacks) to or from one another. Except as provided by the terms of the contract, this prohibition extends both to any CEC employee who manages a contract awarded under this RFQ or reviews or approves contractor work products under the contract, and to the Contractor.

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1. [The Warren-Alquist Act](https://www.energy.ca.gov/sites/default/files/2021-05/CEC-140-2021-001.pdf), Division 15 of the PRC, section 25000 et seq., available at https://www.energy.ca.gov/sites/default/files/2021-05/CEC-140-2021-001.pdf. [↑](#footnote-ref-2)