**REQUEST FOR PROPOSALS**

**Technical Assistance for the**

**Energy Research and Development Division**

**ADDENDUM 1**



RFP-22-301

www.energy.ca.gov/contracts/

State of California

California Energy Commission

[~~December 2022~~] **January 2023**

##### Table of Contents

[I. Introduction 1](#_Toc116474480)

[**NOTE ABOUT SIGNATURES** 1](#_Toc116474481)

[Purpose of RFP 1](#_Toc116474482)

[Key Activities and Dates 1](#_Toc116474483)

[Available Funding and How Award is Determined 2](#_Toc116474484)

[Eligible Bidders 2](#_Toc116474485)

[Pre-Bid Conference 3](#_Toc116474486)

[Questions 4](#_Toc116474487)

[Contact Information 4](#_Toc116474488)

[Responses to this RFP 4](#_Toc116474489)

[Reference Documents 4](#_Toc116474490)

[**Funds Spent on California-Based Entities** 5](#_Toc116474491)

[II. Scope of Work and Deliverables 6](#_Toc116474492)

[About This Section 6](#_Toc116474493)

[Background 6](#_Toc116474494)

[**General Requirements or Goals and Objectives** 7](#_Toc116474495)

[Exhibit A – Attachment A-1 35](#_Toc116474496)

[Schedule of Deliverables and Due Dates 35](#_Toc116474497)

[III. Proposal Format, Required Documents, and Delivery 41](#_Toc116474498)

[About This Section 41](#_Toc116474499)

[Required Format for a Proposal 41](#_Toc116474500)

[Method for Delivery 41](#_Toc116474501)

[Organize Your Proposal As Follows 41](#_Toc116474502)

[IV.Evaluation Process and Criteria 46](#_Toc116474503)

[About This Section 46](#_Toc116474504)

[Proposal Evaluation 46](#_Toc116474505)

[Notice of Proposed Award 47](#_Toc116474506)

[Stage One: Administrative And Completeness Screening 48](#_Toc116474507)

[Stage Two: Scoring Scale 48](#_Toc116474508)

[Stage Two: Evaluation Criteria 50](#_Toc116474509)

[Part I: Technical Score 50](#_Toc116474510)

[1a Contractor Administrative Qualifications 50](#_Toc116474511)

[1b Personnel Technical Qualifications 52](#_Toc116474512)

[Part II: Cost Score 69](#_Toc116474513)

[Preference Points 70](#_Toc116474514)

[V. Business Participation Programs (Preferences/Incentives) 71](#_Toc116474515)

[Disabled Veteran Business Enterprise (DVBE) 71](#_Toc116474516)

[Small Business / Microbusiness / Non-Small Business 76](#_Toc116474517)

[California-Based Entities (CBE) 78](#_Toc116474518)

[Target Area Contract Preference Act 79](#_Toc116474519)

[VI. Administration 80](#_Toc116474520)

[RFP Defined 80](#_Toc116474521)

[Definition of Key Words 80](#_Toc116474522)

[Cost of Developing Proposal 80](#_Toc116474523)

[Software Application Development 80](#_Toc116474524)

[Printing Services 81](#_Toc116474525)

[Confidential Information 81](#_Toc116474526)

[Darfur Contracting Act of 2008 81](#_Toc116474527)

[Iran Contracting Act of 2010 81](#_Toc116474528)

[**California Civil Rights Laws** 82](#_Toc116474529)

[RFP Cancellation and Amendments 82](#_Toc116474530)

[Errors 83](#_Toc116474531)

[Modifying or Withdrawal of Proposal 83](#_Toc116474532)

[Immaterial Defect 83](#_Toc116474533)

[Disposition of Bidder’s Documents 83](#_Toc116474534)

[Bidders’ Admonishment 83](#_Toc116474535)

[Grounds to Reject a Proposal 83](#_Toc116474536)

[Protest Procedures 84](#_Toc116474537)

[Agreement Requirements 85](#_Toc116474538)

**Attachments**

1. Contractor Status Form
2. Darfur Contracting Act
3. DVBE Std. 843
4. Bidder Declaration form GSPD-05-105
5. Contractor Certification Clauses
6. Client References
7. Budget Forms Including Attachments 7a & 7b
8. Personnel Technical Qualifications Form
9. California-Based Entity (CBE) Requirements (PIER Gas R&D funds only)
10. Iran Contracting Act Form
11. California Civil Rights Laws Certification
12. Standard Agreement Example

# I. Introduction

**NOTE ABOUT SIGNATURES**

The 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 its solicitation web page 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.

## Purpose of RFP

The purpose of this Request for Proposal (RFP) is to hire an experienced, full-service Contractor team (composed of a Contractor and Subcontractors) to provide technical support services for the CEC’s Energy Research and Development Division’s programs.

The CEC is seeking technical expertise regarding energy-related support activities, including: energy efficiency and demand response for buildings and the industrial, agricultural, and water sectors; advanced grid technologies; transmission and distribution; clean advanced electrical generation; energy-related environmental research; energy smart communities; renewable gas; energy storage; renewable energy technologies; transportation; market facilitation; program planning and evaluation; technology transfer; program outreach; and program training.

For purposes of this RFP, the “Bidder” is an entity that submits a proposal. The “Contractor” is the Bidder that will be awarded an “Agreement” (An Agreement is the executed Contract between the CEC and the Contractor, for purposes of this RFP.) from the CEC as a result of this RFP and will perform the tasks as specified in Section II Scope of Work and Deliverables (SOW) of this RFP under the direction of the Commission Agreement Manager (CAM).

## Key Activities and Dates

Key activities including dates and times for this RFP are presented below. An addendum will be released if the dates change for the asterisked (\*) activities.
Note: Added language appears in **bold underline**, and deleted language appears in [~~strikethrough~~] and within square brackets.

|  |  |
| --- | --- |
| **ACTIVITY** | **ACTION DATE**[[1]](#footnote-2) |
| RFP Release | 12/13/2022 |
| Pre-Bid Conference\* | 12/20/2022 |
| Deadline for Written Questions **by 5:00 p.m.** [**~~PDT~~**]**\*** | 12/20/2022 |
| Distribute Questions/Answers and Addenda (if any) to RFP | **1/25/23** [~~1/3/2023~~] |
| **Deadline to Submit proposals by 5:00 p.m.** [**~~PDT~~**]**\*** | **2/14/23** [~~1/31/2023~~] |
| Clarification Interviews (If necessary) | To be determined |
| Notice of Proposed Award  | 3/23/2023 |
| Commission Business Meeting | 6/14/2023 |
| **ACTIVITY** | **ACTION DATE**  |
| Agreement Start Date | 7/18/2023 |
| Agreement End Date   | 3/31/2031 |

## Available Funding and How Award is Determined

There is up to $6 million dollars available for the Agreement resulting from this RFP. This is an hourly rate plus cost reimbursement Agreement and the award will be made to the responsible Bidder receiving the highest score.

Of this amount, up to $1 million is immediately available to the executed Agreement. The remaining balance of $5 million will be available contingent upon approval of future funds. Funding shall be subject to the appropriation and availability for that purpose in a future Governor’s Budget. In the event funds are not available, the CEC shall have no further liability with regard to the agreement.

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

## Eligible Bidders

This is an open solicitation for public and private entities. Each agreement resulting from this solicitation includes terms and conditions that set forth the Contractor’s rights and responsibilities. The University of California or U.S. Department of Energy National Laboratories must use either the standard or the pre-negotiated terms and conditions at https://www.dgs.ca.gov/OLS/Resources. All other entities must agree to use the attached standard Terms and Conditions (Attachment 12). 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 an Energy Commission Business Meeting. If not currently registered with the California Secretary of State, bidders 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 proposal be successful). For more information, contact the Secretary of State’s Office via their Website at 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.

## Pre-Bid Conference

There will be one Pre-Bid Conference; participation in this meeting is optional but encouraged. The Pre-Bid Conference will be held virtually at the date, and time listed below.

**Date and time:**

December 20, 2022

10:00 am

**Zoom Instructions:**

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

**Meeting Link:** <https://energy.zoom.us/j/99918472685?pwd=NldKdmtLV2VKRlZ1czgwanMzNXRmZz09>

**Meeting ID:** 999 1847 2685

**Meeting Password:** 499792

**Topic:** Technical Assistance for the Energy Research and Development Division

**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 at: https://energy.zoom.us/u/adjzKUXvoy. 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.

**Technical Support:**

* For assistance with problems or questions about joining or attending the meeting, please call Zoom Technical Support at **1-888-799-9666 ext. 2.**
You may also contact the CEC’s Public Advisor’s Office at publicadvisor@energy.ca.gov, or (800) 822-6228.
* System Requirements: 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 e-mail at Erica.Rodriguez@energy.ca.gov or
(916) 764-5705 at least five days in advance.

## Questions

During the RFP process, questions of clarification about this RFP must be directed to the Contracts Agreement Officer (CAO) listed in the following section. You may ask questions at the Pre-Bid Conference, and you may submit written questions via electronic mail. However, all questions must be received by 5:00 pm on the day of the Pre-Bid Conference.

The questions and answers will be posted on the CEC’s Solicitations webpage at https://www.energy.ca.gov/funding-opportunities/solicitations.

Any verbal communication with a CEC employee concerning this RFP is not binding on the State of California (State) and shall in no way alter a specification, term, or
condition of the RFP. Therefore, all communication should be directed in writing to the CAO assigned to the RFP.

## Contact Information

Phil Dyer, Commission Agreement Officer

California Energy Commission

Tel: (916) 891-8474

Email: Phil.Dyer@energy.ca.gov

## Responses to this RFP

Responses to this solicitation shall consist of the following components: Administrative, Technical and Cost Proposal according to the format described in this RFP. The Administrative response shall include all required administrative documents. The Technical Proposal shall document the Bidder’s approach, experience, qualifications, and project organization to perform the tasks described in the SOW, and the Cost Proposal shall detail the Bidder’s budget to perform such tasks.

## Reference Documents

Bidders responding to this RFP may want to familiarize themselves with the following current documents:

* **Energize Innovation web site at:**
	+ https://www.energizeinnovation.fund/
* **The Electric Program Investment Charge Proposed 2021-2025 Investment Plan (adopted) at:**
	+ https://www.energy.ca.gov/publications/2021/electric-program-investment-charge-proposed-2021-2025-investment-plan-epic-4
* **Gas Research and Development Program Proposed Budget Plan for Fiscal Year 2022-23 (adopted) at:**
	+ https://www.energy.ca.gov/publications/2022/gas-research-and-development-program-proposed-budget-plan-fiscal-year-2022-23

**Funds Spent on California-Based Entities**

* Only CEC reimbursable funds count towards funds spent on California-Based Entities totals.
* Pursuant to California Public Resources Code Section 25620.5(h), the CEC’s PIER Gas Research and Development (Gas R&D) Program must give priority to “California-Based Entities” (CBEs) when making awards. California Public Resources Code Section 25620.5(i) defines “CBE” as a corporation or other business entity organized for the transaction of business that either:
	+ Has its headquarters in California AND manufactures in California the product that is the subject of the award; or
	+ Has an office for the transaction of business in California and substantially manufactures the product or substantially performs the research within California that is the subject of the award.
* Proposals must meet the following requirements in order to receive CBE preference points:
	+ The proposal must include a CBE as either the Contractor or a Subcontractor.
	+ The CBE form (Attachment 10) must show that the CBE(s) will receive **at least 60.00%** **or more** of the Gas R&D funds awarded. The applicants will be evaluated based upon their commitment to allocate funds to CBE(s). The anticipated Gas R&D budget is up to $400,000.

# II. Scope of Work and Deliverables

## About This Section

This section describes the Agreement Scope of Work (SOW) and deliverables, and the Schedule of due dates under the direction of the CAM.

## Background

For purposes of this RFP, the “Bidder” is an entity that submits a proposal. The “Contractor” is the Bidder that is awarded an Agreement (Contract) from the CEC, as a result of this RFP, and will perform the tasks as specified in this SOW, under the direction of the CAM.

The CAM oversees the management and administration of this Agreement as specified under Task 1 in this SOW. The administrative budget and expenses for Task 1 are directly applied to the executed Agreement, therefore, does not require a formal authorization form. This Agreement includes defined technical support projects under Tasks 2 and 3 in this SOW, in which the project scope will be essentially the same for each work request. Any work under these tasks will not be undertaken by the Contractor unless first authorized in a written document called a “Project Authorization” (PA) which includes a due date, cost estimate, technical personnel assigned to the work, and contains Contractor and CAM signatures prior to commencement of work. In addition, this Agreement includes other technical support projects under Tasks 4 through 6 in this SOW, in which the project scope will vary for each work request; therefore, any work under these tasks shall not be undertaken by the Contractor unless first authorized by the CAM through a written document called a “Work Authorization” (WA) that specifies the project tasks, deliverables, schedule, and budgeted costs. WAs must be signed by both the CAM and Contractor, and approved by the Department of General Services (DGS) before any work can begin.

The CEC Project Manager (PM) works with the Contractor, in consultation with the CAM, to manage defined technical support PAs and technical support WAs.

All work performed by the Contractor under Tasks 2 through 6 will be requested and authorized by the CAM on an as-needed basis. Therefore, work will depend on the demand for service. As demand is uncertain, there will be **no guarantee of work for the Contractor or any Subcontractor**.

**General Requirements or Goals and Objectives**

1. **TASK ACRONYM/TERM LISTS**

**TASK LIST**

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

**ACRONYMS/GLOSSARY**

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

| **Acronym** | **Definition** |
| --- | --- |
| Agreement | The executed contract between the CEC and the Contractor. |
| CAM | Commission Agreement Manager |
| CAO | Commission Agreement Officer |
| **CEQA** | **California Environmental Quality Act** |
| Contractor | The Bidder awarded a contract from the CEC as a result of this RFP |
| CPR | Critical Project Review |
| CEC | California Energy Commission |
| EPIC | Electric Program Investment Charge |
| ERDD | Energy Research and Development Division |
| Gas R&D | Gas Research and Development  |
| PA | Project Authorization |
| PIER | Public Interest Energy Research, Natural Gas, also known as the Gas Research and Development program |
| PM | Commission Project Manager |
| R&D | Research & Development |
| SOW | Scope of Work |
| State | State of California |
| WA | Work Authorization |

1. **PURPOSE OF AGREEMENT, BACKGROUND, GOALS AND OBJECTIVES**

**A. Purpose of Agreement**

The purpose of this Agreement is to provide administrative technical support services for the CEC’s Energy Research and Development Division’s (ERDD) energy research programs, including but not limited to, the Electric Program Investment Charge (EPIC) program, the Public Interest Energy Research (PIER) Gas Research & Development (Gas R&D) program, and other research and development (R&D) energy programs as needed. The Contractor will perform the tasks as specified in the SOW and Schedule of Deliverables and Due Dates of this Agreement under the direction of the CAM.

**B. Background**

The CEC administers its primary energy R&D programs, including EPIC and Gas R&D.

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

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

**C. Agreement Structure**

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

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

**Authorized Budget Expense Categories**

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

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

**D. Goals and Objectives of Agreement**

**Agreement Goals**

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

**Agreement Objectives**

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

* Agreement Management
* Buildings End-Use Energy Efficiency
* Industrial, Agriculture, and Water End-Use Energy Efficiency
* Renewable Energy Technologies
* Energy-Related Advanced Generation
* Energy-Related Environmental Research
* Energy Technology Systems Integration
* Energy-Related Transportation
* Market Facilitation
* Cross-Cutting Program Support

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

The CEC reserves the right to select Contractor and Subcontractor personnel for work based upon expertise and/or suitability for a particular task based on the following criteria:

* Depth and breadth of the personnel’s education, expertise, experience, knowledge, skills, and abilities to perform the work.
* Availability of personnel.
* Available budget.

Upon CEC’s request, the Contractor shall submit to the CAM a current resume for all proposed personnel, a cover letter briefly describing their qualifications relevant to a particular work request, and a budget.

When requested by the CAM, Contractor and Subcontractor personnel must respond by email to the Contractor, to confirm that they have the qualifications and availability to perform the work or that they decline the work requested.

Work assigned under each task will be completed with only the personnel chosen to perform the work, as approved in writing by the CAM.

1. **TASK 1: AGREEMENT MANAGEMENT AND GENERAL PROJECT TASKS**

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

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

***Deliverables***

**Subtask 1.1 Deliverables**

The goal of this subtask is to establish the requirements for submitting project deliverables (e.g., reports, summaries, plans, and presentation materials). Unless otherwise specified by the CAM, the Contractor must provide deliverables as required below by the dates listed in the **Schedule of Deliverables** **(Part V).** Deliverables that require a draft version are indicated by marking **“(draft and final)”** after the deliverable name in the “Deliverables” section of the task/subtask. If “(draft and final)” does not appear after the deliverable name, only a final version of the deliverable is required. With respect to due dates within this SOW, **“days”** means working days.

**The Contractor shall:**

Report Format

When creating reports, the Contractor shall use and follow, unless otherwise instructed in writing by the CAM, the latest version of the report template and style manual published on the CEC’s web site:

* Formatting Reports and Writing Style for Consultants to the California Energy Commission:

https://www.energy.ca.gov/funding-opportunities/funding-resources/formatting-reports-and-writing-style-consultants-california

* If requested by CAM, hardcopies of each final deliverable shall be delivered as one original, reproducible, 8 ½” by 11”, camera-ready master in black ink. Illustrations and graphs shall be sized to fit an 8 ½” by 11” page and readable if printed in black and white.

For deliverables that require a draft version, including the Final Report Outline and Final Report

* Submit all draft deliverables to the CAM for review and comment in accordance with the Schedule of Deliverables (Part V). The CAM will provide written comments to the Contractor on the draft deliverable within 15 days of receipt, unless otherwise specified in the task/subtask for which the deliverable is required.
* Consider incorporating all CAM comments into the final product. If the Contractor disagrees with any comment, provide a written response explaining why the comment was not incorporated into the final deliverable.
* Submit the revised deliverable with responses and comments within 10 days of notice by the CAM, unless the CAM specifies a longer time period, or approves a request for additional time.

For deliverables that require a final version only

* Submit the deliverable to the CAM for acceptance. The CAM may request minor revisions or explanations prior to acceptance.

For all deliverables

* Submit all data and documents required as deliverables in accordance with the following:

Instructions for Submitting Electronic Files and Developing Software:

* **Electronic File Format**

Submit all data and documents required as deliverables under this Agreement in an electronic file format that is fully editable and compatible with the CEC’s software and Microsoft (MS)-operating computing platforms, or with any other format approved by the CAM. Deliver an electronic copy of the full text of any Agreement data and documents in a format specified by the CAM, such as memory stick or zip files.

The following describes the accepted formats for electronic data and documents Provided to the CEC as deliverables under this Agreement, and establishes the software versions that will be required to review and approve all software deliverables:

* Data sets will be in MS Access or MS Excel file format (version 2007 or later), or any other format approved by the CAM.
* Text documents will be in MS Word file format, version 2007 or later.
* Documents intended for public distribution will be in Portable Document Format (PDF) file format.
* The Contractor must also provide the native Microsoft file format.
* Project management documents will be in Microsoft Project file format, version 2007 or later.
* **Software Application Development**

Use the following standard Application Architecture components in compatible versions for any software application development required by this Agreement (e.g., databases, models, modeling tools), unless the CAM approves other software applications such as open-source programs:

* Microsoft ASP.NET framework (version 3.5 and up). Recommend 4.0.
* Microsoft Internet Information Services (IIS), (version 6 and up)

Recommend 7.5.

* Visual Studio.NET (version 2008 and up). Recommend 2010.
* C# Programming Language with Presentation (UI), Business Object

and Data Layers.

* SQL (Structured Query Language).
* Microsoft SQL Server 2008, Stored Procedures. Recommend 2008 R2.
* Microsoft SQL Reporting Services. Recommend 2008 R2.
* XML (external interfaces).

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

***MEETINGS***

**Subtask 1.2 Kick-off Meeting**

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

**The Contractor shall:**

* Attend a “Kick-off” meeting with the CAM and any other CEC staff relevant to the Agreement. The Contractor will bring its Project Manager and any other individuals deemed necessary by the CAM or the Project Manager shall participate in this meeting. The administrative and technical aspects of the Agreement will be discussed at the meeting. Prior to the meeting, the CAM will provide an agenda to all potential meeting participants. The meeting may take place in person or by electronic conferencing (e.g., MS Teams, Zoom), with approval of the CAM.

The administrative portion of the meeting will include discussion of the following:

* Terms and conditions of the Agreement;
* Deliverables (subtask 1.1);
* CPR meetings (subtask 1.3);
* Subcontracts (subtask 1.7); and
* Any other relevant topics.

The technical portion of the meeting will include discussion of the following:

* The CAM’s expectations for accomplishing tasks described in the SOW;
* An updated Project Schedule;
* Deliverables (subtask 1.1);
* Progress reports and invoices (subtask 1.5);
* Final Report (subtask 1.6); and
* Any other relevant topics.
* Provide an *Updated Schedule of Deliverables,* as needed to reflect any changes in the documents.

**The CAM shall:**

* Designate the date and location of the meeting.
* Send the Contractor a Kick-off Meeting Agenda.

**Contractor Deliverables:**

* Updated Schedule of Deliverables *(if applicable)*

**CAM Deliverable:**

* Kick-off Meeting Agenda

**Subtask 1.3 – Critical Project Review (CPR) Meetings and Briefings**

The goal of this subtask is to provide the opportunity for discussions between the CEC and the Contractor on the status of the Agreement.

The purpose of a CPR meeting is to determine if the Agreement, or any work under any individual WA, should continue to receive CEC funding, and if so whether any modifications must be made to the tasks, deliverables, schedule, or budget. CPR meetings provide the opportunity for frank discussions between the CEC and the Contractor. As determined by the CAM, discussions may include project status, issue(s) encountered, options to resolve the issue(s), successes, recommendations, and final report preparation. Participants will include the CAM and the Contractor and may include the CAO and any other individuals selected by the CAM to provide support to the CEC.

CPR and briefing meetings take place as determined by the CAM. The budget may be reallocated to cover the additional costs borne by the Contractor, but the overall Agreement amount will not increase. CPR and briefing meetings generally take place at the CEC, but they may take place at another location, or may be conducted via electronic conferencing (e.g., MS Teams, Zoom, or WebEx) or teleconference as determined by the CAM.

The purpose of briefings is to update CEC staff on the status of the Agreement or any WA, discuss any issue(s) and options to resolve the issue(s), or discuss potential future work the CEC may be interested in.

**The Contractor shall:**

* Prepare a *CPR Report* for each CPR meeting that: (1) discusses the progress of the Agreement toward achieving its goals and objectives; and (2) includes recommendations and conclusions regarding continued work on the project.
* Submit the CPR Report along with any other *Task Deliverables* that correspond to the task for which the CPR meeting is required (i.e., if a CPR meeting is required for Task 2, submit the Task 2 deliverables along with the CPR Report).
* Attend CPR meetings.
* Present the CPR Report and any other required information at each CPR meeting.
* Attend or participate in other Agreement support or WA-related meetings or discussions in-person or via WebEx or conference call, as requested by the CAM.
* Respond to e-mails or other communication requests regarding project management status and issues, as requested by the CAM.
* Prepare *Briefing Notes* as requested by the CAM that summarize the meetings and provide agreed upon next steps.

**The CAM shall:**

* Determine the location, date, and time of each CPR meeting with the Contractor’s input.
* Send the Contractor a *CPR* *Agenda* and a *List of Expected CPR Participants* in advance of the CPR meeting.
* Conduct and make a record of each CPR meeting. Provide the Contractor with a *Schedule for Providing a Progress Determination* on continuation of the project.
* Determine whether to recommend continuation of the project, and if so whether modifications are needed to the tasks, schedule, deliverables, or budget for the remainder of the Agreement. If the CAM concludes that satisfactory progress is not being made, this conclusion will be referred to the Deputy Director of the Energy Research and Development Division to make a determination on whether or not to continue with the project.
* Provide the Contractor with a *Progress Determination* on continuation of the project, in accordance with the schedule. The *Progress Determination* may include a requirement that the Contractor revise one or more deliverable.
* Notify the Contractor to stop or suspend work on all or any part of the work tasks in this Agreement or on any WA if deemed necessary. The CAO, in consultation with the CAM, shall provide a written *Stop Work Order* to the Contractor of the date work is stopped or suspended. The Contractor shall resume the work only upon receipt of written instructions from the CAO.
* Notify the Contractor to terminate this Agreement, including any WA without cause with thirty (30) days written notice to the Contractor. The CAO, in consultation with the CAM, shall provide a written *Termination Notice* notifying the Contractor of the date work is to be terminated.

**Contractor Deliverables:**

* CPR Report(s)
* Task Deliverable(s) (draft and/or final as specified in the task)
* Briefing Notes

**CAM Deliverables:**

* CPR Agenda
* List of Expected CPR Participants
* Schedule for Providing a Progress Determination
* Progress Determination
* Stop Work Order *(*if applicable*)*
* Termination Notice (if applicable)

**Subtask 1.4 Final Meeting**

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

**The Contractor shall:**

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

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

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

**Deliverables:**

* Final Meeting Agreement Summary
* Schedule for Completing Agreement Closeout Activities
* All Final Written Deliverables

***REPORTS AND INVOICES***

**Subtask 1.5 Progress Reports and Invoices**

The goals of this subtask are to: (1) periodically verify that satisfactory and continued progress is made towards achieving the objectives of this Agreement; and (2) ensure that invoices contain all required information and are submitted in the appropriate format.

**The Contractor shall:**

* Submit a *Monthly Progress Report* to the CAM. Each progress report must:
* Summarize all Agreement activities conducted by the Contractor for the preceding month, including an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns. See the Progress Report Format Attachment for the recommended specifications or format as specified by the CAM.
* Provide a synopsis of the project progress, including accomplishments, problems, milestones, deliverables, schedule, fiscal status, and any evidence of progress such as photographs.
* Each monthly progress report is due within **10 working days** after the first of each month. Progress reports will be submitted with each Monthly invoice.
* As an option, CAM or PM of a Work Authorization may hold Monthly Progress Calls to discuss how the project is progressing, and to address any emerging issues in a timely fashion.
* Submit a *Monthly Invoice* that follows the instructions in the “Payment of Funds” section of the Special Terms and Conditions.
* Monthly invoices include all reimbursable expenses incurred performing work under this Agreement, including any required *Invoice Backup Documentation*, in compliance with the terms and conditions of this Agreement.
* The invoice format and content shall be specified by the CAM. In addition, an Account Summary sheet of Agreement activities as specified by the CAM will be attached to the invoice.
* Each monthly invoice is due within **10 working days** after the first of each month. Invoices will be submitted with each *Monthly Progress Report*.
* Invoices must be submitted to the CEC’s Accounting Office.

**Deliverables:**

* Monthly Progress Reports
* Monthly Invoices
* Invoice Backup Documentation

**Subtask 1.6 Final Report**

The goal of this subtask is to prepare a comprehensive Final Report that describes the original purpose, approach, results, and conclusions of the work performed under this Agreement. The CAM will review the Final Report, which will be due at least **two months** before the Agreement end date. When creating the Final Report Outline and the Final Report, the Contractor must use the Style Manual provided by the CAM.

**Subtask 1.6.1 Final Report Outline**

**The Contractor shall:**

* Prepare a *Final Report Outline* in accordance with the *Style Manual*, or Other Requested Template provided by the CAM. *(See Task 1.1 for requirements for draft and final deliverables.)*

**Contractor Deliverables:**

* Final Report Outline (draft and final)

**CAM Deliverables:**

* Style Manual or Other Requested Template
* Comments on Draft Final Report Outline
* Acceptance of Final Report Outline

**Subtask 1.6.2 Final Report**

**The Contractor shall:**

Prepare a *Final Report* for this Agreement in accordance with the approved Final Report Outline, Style Manual, or Other Final Report Templates provided by the CAM.

* Submit a draft of the Final Report to the CAM for review and comment. The CAM will provide written comments to the Contractor on the draft product within 15 days of receipt.
* Consider incorporating all CAM comments into the draft Final Report. If the Contractor disagrees with any comment, provide a *Written* *Response to Comments* explaining why the comment was not incorporated into the final product within 10 days of notice by the CAM, unless the CAM specifies a longer time period or approves a request for additional time.
* Submit the Final Report electronically to the CAM with incorporated changes as directed by the CAM.

**Deliverables:**

* Final Report (draft and final)
* Written Responses to Comments on the Draft Final Report

**CAM Deliverable:**

* Written Comments on the Draft Final Report

***SUBCONTRACTS***

**Subtask 1.7 Subcontracts**

The goals of this subtask are to: (1) procure subcontracts required to carry out the tasks under this Agreement; (2) enforce Subcontractor Agreement provisions and ensure that the subcontracts are consistent with the terms and conditions of this Agreement, and in the event of failure of the Subcontractor to satisfactorily perform services, recommend a solution to resolve the problem; (3) ensure subcontractors submit quality deliverables.

**The Contractor shall:**

* Manage and coordinate Subcontractor activities in accordance with the requirements of this Agreement.
* The Contractor is responsible for the quality of all Subcontractor work and the CAM will assign all work to the Contractor.
* Incorporate this Agreement by reference into each subcontract.
* Include any required CEC flow-down provisions in each subcontract, in addition to a statement that the terms of this Agreement will prevail if they conflict with the subcontract terms.
* If required by the CAM, submit a draft of each *Subcontract* for each Subcontractor required to conduct the work under this Agreement.
* If required by the CAM, Submit a final copy of the executed subcontract.
* If the Contractor decides to add new or replace Subcontractors, they shall:
* Comply with the Terms and Conditions of the Agreement.
* Notify and receive written approval from the CAM prior to adding any new subcontractors (see the discussion of Subcontractor additions in the terms and conditions).

**Deliverables:**

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

***WORK AUTHORIZATIONS AND PROJECT AUTHORIZATIONS***

**Subtask 1.8 Work Authorizations and Project Authorizations**

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

**The Contractor shall:**

* Help prepare WA/PA in accordance with the Agreement requirements.
* All terms and conditions included in the executed Agreement shall apply to WAs/PAs, as applicable.
* The WA/PA format and content shall be specified by the CAM.
* The WA/PA end date should be no later than **60 days** prior to the term end date of the Agreement. This allows the Contractor time to complete closeout activities for all WAs/PAs and to prepare the Final Report.
* Submit all required *WA/PA* *Documents* to the CAM.
* Administer WA/PA as applicable:
* Establish and maintain contractual agreements with entities performing work.
* Develop project schedules.
* Manage Subcontractor activities in accordance with the Agreement terms and conditions.
* Provide oversight and first-level review of reports and documentation, and comment on the content of deliverables.
* Review and approve all invoices.
* Provide audit and accounting services for WA/PA.
* Immediately report any significant variances affecting performance of WA/PA and recommend mitigation actions for consideration by the Project Manager and CAM. Examples of significant variances include the inability to submit deliverables by key due dates, unavailability of key personnel that will affect timely submittal of deliverables, and key technical issues that would require change in scope, redirection of the effort, or discontinuation of the project.
* Coordinate with the CAM to close out completed WA/PA and remaining unallocated balances.
* Monitor and track each WA/PA and the Overall Agreement.
* Provide updated *Project Schedules,* as needed, and determine if each WA/PA is on schedule and deliverables are satisfactory.
* Determine the fiscal status of each WA/PA and the overall Agreement.
* Prevent cost overruns.
* Track the start, progress, and closure of each WA/PA.

**Deliverables:**

* WA Documents
* PA Documents
* Updated Project Schedules
1. **TECHNICAL TASKS**

**TASK 2: PROPOSAL REVIEWS**

**(Project Authorization)**

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

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

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

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

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

**Subtask 2.1 Prepare Technical Reviews**

The goal of this subtask is to provide technical reviews of project proposals (for grants or contracts) on an as-needed basis per the CAM’s written request. The Contractor will assist the CEC’s Evaluation Committee by providing a written assessment on whether the technical and cost components of a project proposal meet the Proposal Evaluation Criteria relevant to a particular solicitation. The Contractor will notscore proposals but will provide technical advice to CEC scorers. The specific degree of effort for each request may vary and there will be no guarantee of work for the Contractor or any Subcontractor under this task. Additionally, work cannot be guaranteed for each request submitted by the CAM if adequate expertise is not available within the necessary timeframe.

**The Contractor shall:**

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

**The CAM shall:**

* The CAM will provide the Contractor with a *Draft* *Project Authorization Form* that includes:
	+ Sample Proposal Evaluation Criteria for an example of the criteria to be evaluated for the energy project technical proposal reviews.
	+ A written list of Areas of Expertise needed to conduct the proposal review, the total number of proposals expected to be reviewed, and the necessary timeline for proposal review completion for each technical review request.
* Review the draft *Project Authorization Form* and coordinate with the Contractor to finalize the team members and estimated time needed for completion of the proposal reviews. The CAM will provide a *Signed Final* *Project Authorization Form.*
* Provide the Contractor with the *Solicitation Manual*, including proposal evaluation criteria, proposals, and any technical *Review Forms* to be completed for each proposal review.
* Provide the Contractor the *List of Applicants*, *Non-disclosure Form, CEC-105 Conflict of Interest, Technical Reviewer Guidelines* and *Proposals* to be reviewed.

**Contractor Deliverables:**

* Team List of Technical Reviewers (draft and final)
* Signed CEC-105 Conflicts of Interest for each Technical Reviewer
* Signed CEC Non-Disclosure Agreement for each Technical Reviewer
* Signed CEC Technical Reviewer Guidelines for each Technical Reviewer
* Technical Reviews of Proposals (including proposal review forms if applicable) for each Technical Reviewer
* Final Project Authorization Form

**CAM Deliverables:**

* Draft Project Authorization Form
* Signed Final Project Authorization Form
* CEC-105 Conflicts of Interest Form
* CEC Non-Disclosure Agreement Form
* Technical Reviewer Guidelines
* Technical Review Forms
* List of Applicants
* Solicitation Manual

**Subtask 2.2 Evaluate Project Financing**

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

**The Contractor shall:**

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

**Deliverables:**

* Risk and Debt Assessment Report

**TASK 3: PROJECT FINAL REPORT EDITING AND FORMATTING**

**(Project Authorization)**

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

Activities under Task 3 are on an as-needed basis. Assignments for Task 3 will require a written and CAM-approved Project Authorization before any work can officially begin. WAs are not required for Task 3.

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

**The Contractor Shall:**

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

**Deliverables:**

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

**TASK 4: Cross-Cutting Program Support – RESEARCH PROJECTS PLANNING AND EVALUATION AND TECHNICAL SUPPORT ACTIVITIES**

**(Work Authorization)**

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

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

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

**Subtask 4.1 Technical Review Assistance**

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

**The Contractor shall:**

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

**Deliverables:**

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

**Subtask 4.2 Prepare Feasibility Studies**

The goal of this subtask is to assist the CEC with objectively defining the strengths and weaknesses of the CEC’s proposed future research, assessments of existing research projects for related follow-on research phases, or program directions. The Contractor will conduct studies that include resources required, costs and values, barriers, and other relevant criteria to determine the prospects for success of various program funding opportunities and programmatic directions.

**The Contractor shall:**

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

**Deliverables:**

* Feasibility Study Reports (draft and final)

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

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

**The Contractor shall:**

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

**Deliverables:**

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

**Subtask 4.4 Develop and Edit Technical Reports and Outreach Materials**

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

**The Contractor shall:**

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

**Deliverables:**

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

**TASK 4.5: California Environmental Quality Act Review and Assessment**

**When the CEC considers funding R&D projects, including proposals and amendments, it may need to prepare environmental review documents, including but not limited to an exemption, initial study, negative declaration, environmental impact report, responses to public comments, addendum or other supplemental documentation, mitigation measures, findings, and a statement of overriding considerations, for projects under the California Environmental Quality Act (CEQA). The goal of this task is to assist staff with preparing CEQA analysis and documentation for R&D projects. The Contractor, under the direction of CEC staff, will perform more complex and detailed CEQA assessments and activities based on technical expertise under this task, including, but not limited to, the following activities.**

**The Contractor shall:**

* **Provide a** ***Preliminary CEQA Project Assessment* after reviewing and assessing R&D project or amendment proposals, including but not limited to the following activities:**
	+ **Review lead, responsible, and trustee agency documents.**
	+ **Assist the CEC in multi-jurisdictional consultation, such as federal, state, and local agencies, in determining the scope of the environmental review for proposed R&D projects.**
	+ **Use environmental analytic models and support tools to identify data gaps and to perform special studies to assess CEQA impacts.**
	+ **Conduct CEQA related literature searches and provide a summary of results.**
	+ **Provide Geographic Information Systems (GIS) and aerial information systems analysis and mapping services.**
	+ **Conduct site surveys and field assessments.**
* **Prepare *Environmental Impact Analysis and Related Documents,* such as a Notice of Exemption, an Initial Study, a Mitigated Negative Declaration, an Environmental Impact Report, a Notice of Preparation, and a Notice of Determination, including an analysis of project alternatives, if necessary, etc.**
* **Analysis and assessment will consider potential impacts in the resource areas listed in CEQA Guidelines Appendix G[[2]](#footnote-3), as well as coastal resources, fisheries, lands adjacent to Native American and Indigenous lands, and mitigation strategies for addressing those potential impacts.**
* **Assist CEC ERDD’s Assistant Tribal Liaison with the tribal consultation processes described in CEQA and the CEC’s Tribal Consultation Policy (2021).**
* **Evaluate feasible mitigation measures that would substantially lessen or avoid any significant effects on the environment.**
* **Provide *Written Responses to Comments and Questions* received on environmental analysis documents provided.**
* **Develop and present PowerPoint *Presentations and Meeting Materials* and facilitate meetings and workshops.**
* **Maintain all *CEQA Project Analysis Files* related to work undertaken for this task for the administrative record.**

**Deliverables:**

* **Preliminary CEQA Project Assessment**
* **Environmental Impact Analysis and Related Documents**
* **Written Responses to Comments and Questions**
* **Presentations and Meeting Materials**
* **CEQA Project Analysis Files**

**TASK 5: CROSS-CUTTING PROGRAM SUPPORT – EVENT PLANNING AND MANAGEMENT**

**(Work Authorization)**

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

Activities under this task are on an as-needed basis, and the project scope will vary for each work request. Work will be done through written WAs that include a detailed budget and define the goals and objectives, tasks, deliverables, and project schedule. All work under Task 5 shall only be undertaken when authorized by the CAM and DGS through a WA.

All work performed under Task 5 must be completed and approved by the due dates as specified in each WA approved by the CAM and PM. Work authorizations under Task 5 must have an end date no later than 60days prior to the Agreement term end date.

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

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

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

Examples of event topics include but are not limited to:

* High-level goals of each program
* Development of zero-net energy buildings in disadvantaged communities
* Saving water and energy to increase California’s drought resiliency
* Wildfire mitigation
* Decarbonization and electrification
* Preferred resource flexibility needs to support and integrate 60 percent renewable energy by 2030
* Energy storage targets, including long-duration energy storage
* Strategies to commercialize microgrids
* Offshore wind implementation

**Task 5.1: Plan Event**

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

**The Contractor shall:**

* Coordinate and/or participate in regular event planning conference calls with the PM and provide *Meeting Notes for Planning* *Calls*.
* Coordinate with PM to plan all aspects of the overall structure and format of events, including any applicable networking sessions.
* Prepare a *Draft Event Agenda* for PM review.
* Submit a draft *List of Potential Venues or Online Platforms* to the PM for consideration.
	+ The list should include information on available dates (if applicable), the different in-house services/amenities, which external vendor services will be needed or recommended, and all applicable costs for consideration and final approval.
* Prepare a *List of Potential Keynote Speakers* in coordination with the PM.
* Prepare adraft *List of Potential Session Topics with Speakers* in coordination with the PM and incorporate PM feedback in the final list.
* Invite and confirm all event participants (e.g., speakers, panelists, emcees, etc.), as authorized by the PM. Prepare and update a *List of Participant RSVPs* for each event.
* Develop and manage attendee registration with online platform (e.g., Eventbrite, CVENT, etc.), as authorized by the PM.
* Plan and conduct walkthroughs of potential forum venues, upon PM request.
* Contractor should consult with the PM and CAM when planning for any rental contract over $250,000, which requires competitive bidding and shall not include food costs. CAM will then consult with CEC Chief Counsel’s Office. Rental agreements for conventions or conference facilities over $250,000 require competitive bidding. Rental agreements shall not include food costs.
* Once the PM has approved the venue, vendors, and relevant costs, execute the necessary agreements. This shall include, but not be limited to:
	+ Execute the relevant rental agreements with the venue, licenses or subscriptions for online event platforms, and contracts for any necessary audio/visual (A/V) technology vendors and internet service companies and verify web conferencing and/or livestreaming capability, after consultation with the PM. Provide *Copies of Executed Rental, Digital Platform License or Subscription, and Other Agreements* with symposium vendors.
	+ Note on A/V equipment: If it is more economical to purchase equipment once rather than rent for each event, it is preferred that A/V equipment be purchased (with PM prior written approval). If A/V equipment is purchased, the CEC shall own the A/V equipment (whether the value is over or under $5,000). Contractor shall deliver ownership of the A/V equipment to the CEC at the end of the agreement term. See Exhibit D, paragraph 17.
		- When CEC-owned livestreaming equipment is available, the contractor shall use the CEC equipment rather than renting.
	+ Contractor should assume livestreaming equipment and operations will be used for all portions of the events, unless otherwise directed by the PM.
* Conduct at least one test run for all online event platforms and/or A/V equipment with PM and other CEC or venue staff, addressing any technical issues that are identified, until everything is operating correctly.

**Deliverables:**

* Meeting Notes for Planning Calls
* Draft Event Agenda
* List of Potential Venues or Online Platforms
* List of Potential Keynote Speakers (draft and final)
* List of Potential Session Topics with Speakers (draft and final)
* List of Participant RSVPs
* Copies of Executed Rental, Digital Platform License or Subscription, and Other Agreements

**Task 5.2: Develop and Distribute Event Materials**

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

**The Contractor shall:**

* Prepare a *Final* *Event Agenda* addressing comments and edits from the PM.
* Develop a *Marketing Plan* to promote each event. Incorporate any additional comments and edits from CEC’s Media and Public Communications Office, when requested. The marketing plan may include, but not be limited to:
	+ - Information on speakers, panel topics, and venue or online platform.
		- Ideas to leverage publicity and increase attendance, including email announcements and social media posts.
		- Identification of target stakeholder groups for each event, with strategies to drive engagement and participation.
* Work with PM to design signage and branding for the event materials. Incorporate any additional comments and edits from CEC’s Media and Public Communications Office and/or Web Team, when requested.
	+ Prepare *Event Announcements* for each event (e.g., email announcements, “Save the Date” announcements, Listserv Notifications, and social media posts).
	+ Prepare *Event Invitations* to be sent to participants for each event for PM review.
	+ Prepare Event Program as requested by the PM.
	+ All personally identifiable information collected in this Agreement shall be handled in accordance with the Special Terms and Conditions Information Practices Act for the prime Contractor and its Subcontractors and project partners.
* Design and test the *Event Online Platform* for each event in coordination with the PM The platform shall include the following features:
	+ Event overview
	+ Interactive agenda
	+ Speakers’ bios
	+ Links to social media and CEC webpages
	+ FAQs and/or Tech Support
	+ Additional interactive features (e.g., participant profiles, virtual networking, virtual exhibit hall, attendee surveys, polls, chat rooms, etc.)
* Write *Event Guidelines for Participants.* Guidelines will include any necessary logistical information to access the event venue or online platform and instructions and best practices for moderating, emceeing, and/or participating in a panel.
* Prepare a *List of Session Moderator Questions* for each event session.
* Conduct phone calls with speakers, panel members, moderators, and emcees that include:
	+ Event details, schedule, and guidelines
	+ Panel formats, panel questions, and other “run of show” logistics for panel session.
* Request and manage the live presentations from speakers and panelists, as necessary.
* Obtain CAM approval before purchasing any necessary supplies or materials for event that are approved in the Agreement budget (e.g., name badges).
* Prepare *Emcee Script* for each event,
* Conduct at least one dry run with the PM and any relevant A/V vendors or support staff, as necessary, to ensure the software and equipment is working smoothly and address any issues that are discovered, as necessary. Prepare a *Dry Run Issues Summary* to capture any issues identified and the agreed-upon solutions for addressing each one, as necessary.
* Prepare an *Event* *Survey* for post-forum feedback from attendees.

**Deliverables:**

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

**Task 5.3: Plan Event Outreach**

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

**The Contractor shall:**

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

**Deliverables:**

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

**Task 5.4: Execute Day-of-Event Activities**

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

**The Contractor shall:**

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

**Deliverables:**

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

**Task 5.5: Manage Post-Event Activities**

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

**The Contractor shall:**

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

**Deliverables:**

* Event Video Broadcast Recording
* Event Summary Handbook (draft and final)

**TASK 6: CROSS-CUTTING PROGRAM SUPPORT – ENERGY RESEARCH AND TECHNOLOGY, AND TECHNICAL SUPPORT TRAININGS**

**(Work Authorization)**

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

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

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

**The Contractor shall:**

* Collaborate with the PM to plan training sessions and materials for requested energy-related topics, as well as other related program activities as needed.
* Design *Training Presentation* materials in various electronic formats for each training module, including but not limited to training presentations in MS PowerPoint with formal lecture script, pre-recorded lectures in MP4 files, training manuals in MS Word, and materials in other formats as requested and approved by the PM.
* Collaborate with subject matters experts to create training content as applicable for each training module.
* Schedule, present, and host training sessions in various formats, including but not limited to online lectures, online demonstrations, pre-recorded lectures, in-person classes, and other formats as requested and approved by the PM.
* Conduct a post-presentation Q&A session online in MS Teams or in an in-person class, as requested by the PM.
* Provide a written *Document of Q&As* from the training sessions and from written responses to additional questions submitted to the Trainer.
* Develop an online training survey (i.e., Survey Monkey) requesting anonymous feedback and provide results to the PM.
* Provide a *Summary of Survey Results* for each training session.

**Deliverables:**

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

## Exhibit A – Attachment A-1

## Schedule of Deliverables and Due Dates

### The following schedule is for the executed Agreement and each PA and WA shall have their own Schedule of Deliverables.

|  |
| --- |
| **AGREEMENT SCHEDULE OF DELIVERABLES** |
| **Task/Subtask Number** | **Task/Subtask Name** | **Deliverable(s)** | **Due Date** |
| **1** | **AGREEMENT MANAGEMENT AND GENERAL PROJECT TASKS** |
| **DELIVERABLES** |
| 1.1 | Deliverables | None |  |
| **MEETINGS** |
| 1.2 | Kick-off Meeting |
|  |  | Updated Agreement Documents (i.e., Project Schedule, Budget personnel, *if applicable)* | 7 days after determination of the need to update the documents |
|  |  | CAM Deliverable:Kick-off Meeting Agenda | 7 days prior to the kick-off meeting |
| 1.3 | Critical Project Review Meetings and Briefings |  | As determined by the CAM |
|  |  | * CPR Report(s)
* Task Deliverables (draft and final as specified in the task)
* Briefing Notes
 | * 15 days prior to CPR meeting
* 15 days prior to CPR meeting
* 7 days after CPR meeting
 |
|  |  | CAM Deliverables:* CPR Agenda
* List of Expected CPR Participants
* Schedule for Providing a Progress Determination
* Program Determination
* Stop Work Order (if applicable)
* Termination Notice (if applicable)
 | * 5 days prior to CPR meeting
* 5 days prior to CPR meeting
* 15 days after CPR meeting
* As indicated in the Schedule for Providing a Progress Determination
* 1 day
* 30 days
 |
| 1.4 | Final Meeting |
|  |  | * Final Meeting Agreement Summary (if applicable)
* Schedule for Completing Closeout Activities
* All draft and final Written Deliverables
 | * 7 days after the Final Meeting
 |
| **REPORTS AND INVOICES** |
| 1.5 | Progress Reports and Invoices | * Monthly Progress Reports
* Monthly Invoices
* Invoice Backup Documentation
 | * 10 days after the first of each month
* 10 days after the first of each month
 |
| 1.6 | Final Report |
| 1.6.1 | Final Report Outline | * Draft Final Report Outline
* Final Report Outline
 | * 6 months prior to the end of the Agreement term as determined by the CAM
 |
|  |  | **CAM Deliverables:*** Style Manual or Other Requested Template
* Comments on draft Report Outline
* Acceptance of Final Report Outline
 | * 2 months prior to the draft report outline due date
* 10 days after receipt of the draft Report Outline
* 10 days after receipt of the Final Report Outline
 |
| 1.6.2 | Final Report | * Draft Final Report
* Final Report
* Written Responses to Comments on the Draft Final Report
 | * 4 months prior to Agreement end date
* 2 months prior to Agreement end date
 |
|  |  | **CAM Deliverables:**Written Comments on Draft Final Report | 30 days after receipt of the Draft Final Report |
| **SUBCONTRACTS** |
| 1.7 | Subcontracts | * Draft Subcontracts

*(if required by the CAM)** Final Subcontracts

*(if required by the CAM)* | * As determined by the CAM
* As determined by the CAM
 |
| **WORK AUTHORIZATIONS AND PROJECT AUTHORIZATIONS** |
| 1.8 | Work Authorizations and Project Authorizations | * WA Documents
* PA Documents
* Updated Project Schedules
 | * As determined by the CAM
 |
| **TECHNICAL TASKS** |
| **2** | **PROPOSAL REVIEWS** |
| 2.1 | Prepare Technical Reviews | * Draft Team List of Technical Reviewers
* Final Team List of Technical Reviewers
* Signed CEC-105 Conflicts of Interest for each Technical Reviewer
* CEC Non-Disclosure Agreement for each Technical Reviewer
* CEC Technical Reviewer Guidelines for each Technical Reviewer
* Technical Reviews of Proposals for each Technical Reviewer
* Final Project Authorization Form
 | * 5 days after receipt of written request by CAM
* 2 days after receipt of comments by CAM
* 10 days after receipt of the proposals, or as determined by the CAM
 |
|  |  | **CAM Deliverables:*** Project Authorization Form (Draft and Final)
* CEC-105 Conflicts of Interest Form
* CEC Non-Disclosure Agreement Form
* Technical Reviewer Guidelines
* Technical Review Forms
* Written Approval of the Project Authorization Form
* Solicitation Manual
 | As determined by the CAM |
| 2.2 | Evaluate Project Financing | * Risk and Debt Assessment Report
 | As determined by the CAM |
| **3** | **PROJECT FINAL REPORT PUBLICATIONS** |
|  |  | * Project Final Reports (draft and final)
* Updated Technical Guidance Documents (draft and final)
 | As determined by the CAM |
| **4** | **CROSS-CUTTING PROGRAM SUPPORT: RESEARCH PROJECTS PLANNING AND EVALUATION AND TECHNICAL SUPPORT ACTIVITIES** |
| 4.1 | Technical Review Assistance | To be determined via WA | To be determined via WA |
| 4.2 | Prepare Feasibility Studies | To be determined via WA | To be determined via WA |
| 4.3 | Appraisal, Removal, Storage and Transportation of Equipment | To be determined via WA | To be determined via WA |
| 4.4 | Develop and Edit Technical Reports and Outreach Materials | To be determined via WA | To be determined via WA |
| **4.5** | **California Environmental Quality Act Review and Assessment** | **To be determined via WA** | **To be determined via WA** |
| **5** | **CROSS-CUTTING PROGRAM SUPPORT: EVENT PLANNING AND MANAGEMENT**  |
| 5.1 | Plan Event | To be determined via WA | To be determined via WA |
| 5.2 | Develop and Distribute Event Materials | To be determined via WA | To be determined via WA |
| 5.3 | Plan Event Outreach | To be determined via WA | To be determined via WA |
| 5.4 | Execute Day-of-Event Activities | To be determined via WA | To be determined via WA |
| 5.5 | Manage Post-Event Activities | To be determined via WA | To be determined via WA |
| **6** | **Cross-Cutting Program Support – ENERGY RESEARCH AND TECHNOLOGY, AND TECHNICAL SUPPORT TRAININGS** |
|  |  | * Training Presentation materials in electronic format in MS PowerPoint, MS Word, pre-recorded lectures in MP4 files, and other approved formats (draft and final)
 | * To be determined via WA
 |
|  |  | * Written Document of Q&As (draft and final)
 | * To be determined via WA
 |
|  |  | * Online Training Survey
 | * To be determined via WA
 |
|  |  | * Summary of Survey Results (draft and final)
 | * To be determined via WA
 |

**Table 1: Anticipated Allocation of CEC Energy R&D programs Total Budget**

|  |  |
| --- | --- |
| Labor – including Direct Labor and Fringe Benefits, Indirect Costs (i.e., Overhead, General & Administrative), Profit, and Subcontractors | $ 5,775,000 |
| Travel | $ 20,000 |
| Equipment | $ 5,000 |
| Materials and Miscellaneous | $ 200,000 |
| **Total** | **$ 6,000,000** |

Table 1 shows the anticipated allocation of the CEC’s Energy R&D programs total budget among the Energy R&D program’s cost framework functional cost categories. Actual expenditures among the categories may differ from what is presented here (e.g., due to the impacts of the pandemic on travel and events), though the CEC will ensure that overall spending on administration is below the approved cap. **The total budget cannot exceed $6,000,000.**

* Labor is comprised of direct labor, fringe benefits, indirect costs, profit, and Subcontractors.
* Travel includes but is not limited to: meetings, site visits, other events. See CEC’s Contractor, Grant Recipient, and Subcontractor Travel Reimbursement Rates for guidance at https://www.energy.ca.gov/media/4145.
* Equipment includes but is not limited to: equipment for events.
* Materials and Miscellaneous includes but is not limited to: facility rental fees, equipment rental fees, platform licenses, software, outreach materials, event materials, training materials, postage fees, digital storage devices, supplies, other fees and excludes food costs.
* Agreement Management and General Project Tasks – The budget for administrative **Task 1 cannot exceed 10 percent of the total funds encumbered to the agreement** (estimated at $600,000 of the anticipated total agreement maximum amount of $6,000,000). Task 1 Budget includes but is not limited to: labor including direct labor, fringe benefits, indirect costs (i.e., overhead, general & administrative), profit, travel for meetings or other events, postage fees, materials and miscellaneous, supplies.

# III. Proposal Format, Required Documents, and Delivery

## About This Section

This section contains the format requirements and instructions on how to submit a proposal. The format is prescribed to assist the Bidder in meeting State bidding requirements and to enable the Commission to evaluate each proposal uniformly and fairly. Bidders must follow all Proposal format instructions, answer all questions, and supply all requested data.

## Required Format for a Proposal

All proposals submitted under this RFP must be typed using a standard 11-point font, singled-spaced and a blank line between paragraphs. Pages must be numbered and sections titled. Due to COVID-19, hard copies will not be accepted for this solicitation.

## Method for Delivery

The method of delivery for this solicitation is the Energy Commission Grant Solicitation System, available 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. Electronic files must be in Microsoft Word and Excel Office Suite formats unless originally provided in the solicitation in another format. Attachments requiring signatures may be scanned and submitted in PDF format. Completed Budget Forms, Attachment 7, 7a and 7b must be in Excel format. **The system will not allow proposals to be submitted after the proposal due date and time.**

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 [Energy Commission website](https://www.energy.ca.gov/funding-opportunities/funding-resources) under General Funding Resources. You may contact the Commission Agreement Officer identified in the Contact Information section of this solicitation for more assistance.

##  Each Proposal Shall Consist of the Following:

### Administrative Response

* Contractor Status Form Attachment 1
* Darfur Contracting Act Form Attachment 2
* Small Business Certification Attachment #, if applicable
* Disabled Veteran Business Enterprise Form Attachment 3
* Bidder Declaration form GSPD-05-105 Attachment 4
* Contractor Certification Clauses Attachment 5
* TACPA Forms Attachment #, if applicable
* California-Based Entity Form Attachment 9, if applicable
* Iran Contracting Act Form Attachment 10

### CA Civil Rights Laws Certification Attachment 11

### Technical and Cost Proposal

**Part 1a Contractor Administrative Qualifications**

A. Team Structure and Coordination. (Narrative and Organizational Chart)

B. Availability of Personnel (Narrative)

C. Agreement Management Ability (Narrative)

D. Quality Control (Narrative)

E. Financial Stability (Narrative)

F. Previous Work Products (Narrative and Example SOW Document)

G. Personnel Resumes (Document)

H. Client References Form Attachment 6

**Part 1b Personnel Technical Qualifications**

1. Personnel Technical Qualifications Form Attachment 8

**Part 2 Cost Proposal**

J. Budget Forms Attachment 7, 7a, 7b

**Part 1a Contractor Administrative Qualifications**

**The Bidder must provide information (narrative, documents or forms as specified below) that addresses each criterion under Part 1a Contractor Administrative Qualifications table in Section IV Evaluation Process and Criteria of this RFP.**

1. **Team Structure and Coordination. (Narrative and Organizational Chart)**

Provide a narrative describing the organizational structure of the Bidder and its team; and describing the roles of the project managers for the Contractor and each Subcontractor, and the agreement administrator; as well as the communication lines and coordination between team members. Provide an organization chart of the entire team to work directly under the executed Agreement resulting from this RFP. Provide a brief description of each firm’s services relevant to the expertise needed under this Agreement. The recommended length for the narrative is up to one page. In addition, provide an organizational chart.

1. **Availability of Personnel (Narrative)**

Provide a narrative describing how the Bidder can efficiently assemble a team and ensure the availability of personnel with the appropriate skill set to perform work requested by the Energy Commission under the executed Agreement resulting from this RFP. The recommended length for the narrative is up to one page.

1. **Agreement Management Ability (Narrative)**

Provide a narrative describing how the various tasks in the SOW will be managed and coordinated by the Bidder and how their expertise will support the management of this work. Also confirm whether or not the Bidder has any unsatisfactory contractor evaluations from the CEC or on file with any other California state agencies. If the Bidder has unsatisfactory contractor evaluations, please provide an explanation. The recommended length for the narrative is up to one page.

1. **Quality Control (Narrative)**

Provide a narrative describing how the Bidder will ensure the deliverables meet the standard of quality and requirements as specified by the CEC for all administrative tasks and technical projects. The recommended length for the narrative is up to one page.

1. **Financial Stability (Narrative)**

Provide a narrative describing how the Bidder demonstrates their ability to financially complete the work to be performed under executed Agreement resulting from this RFP. The recommended length for the narrative is up to one page.

1. **Previous Work Products (Narrative and Example SOW Document)**

Each Bidder shall provide a narrative summary of the purpose of at least one example of a multi-year agreement in which they provided project management services, similar to the administrative responsibilities required in the executed Agreement resulting from this RFP. This includes all aspects of administering a technical assistance Agreement for the services to be provided as described in the SOW of this RFP. The recommended length for the narrative is up to one page.

In addition, Bidders provide an electric copy of one example of an agreement SOW outlining these responsibilities. **Do not provide any confidential information.**

1. **Personnel Resumes (Document)**

Provide a current resume (within the last five years) for all Bidder and Subcontractor personnel who will be performing work and directly billed under the executed Agreement resulting from this RFP (administrative and technical personnel). The recommended length for the resumes is up to one page, including job classification, summary of relevant experience and qualifications, education, academic degrees and professional licenses.

Information provided on the resumes will be used to help in evaluating the team members’ capabilities in meeting the Contractor Administrative Qualifications criteria. Therefore, resumes will be evaluated for only the individuals who are directly billed to the executed Agreement to perform administrative work as specified under Task 1 Agreement Management in the SOW of this RFP.

Individuals who are assigned to technical Areas of Expertise (AOE) will be evaluated based on the information provided in their Personnel Technical Qualifications Form (Attachment 8) to identify an individual’s technical capabilities to meet the relevant criteria for each AOE. However, Bidders are still required to submit resumes for these individuals.

1. **Client References Form (Attachment 6)**

Each Bidder shall complete two Client Reference Forms (Attachment 6) for current (within the past three years) and relevant references demonstrating similar work deliverables as described in this RFP. The CEC reserves the right to check references and may be considered in the evaluation.

**Part 1b Personnel Technical Qualifications**

The Bidder must provide completed forms as specified below that addresses each criterion under Part 1b Personnel Technical Qualifications table in Section IV Evaluation Process and Criteria of this RFP.

1. **Personnel Technical Qualifications Form (Attachment 8)**

The Bidder’s proposal will be scored on the Bidder’s ability to demonstrate that it possesses a team of personnel with sufficient experience and capabilities to successfully fulfill the requirements listed within the AOEs relevant to a particular Technical Area. AOEs for the Technical Areas are listed in the evaluation criteria (see Section IV of this RFP). AOEs are skill sets for which external experts are needed to assist Energy Commission staff in the energy-related support activities.

The Personnel Qualifications Form is designed to identify the personnel that the Bidder will assign to an AOE. The form is required if the Bidder assigns personnel to an AOE. The Bidder may submit one Personnel Qualifications Form (Attachment 8) for each person to the applicable AOE where they provide personnel who are subject matter experts for that AOE. The Bidder may identify a maximum of three personnel for each AOE. Personnel may be assigned to more than one AOE. The Bidder is not required to submit a Personnel Qualifications Form for every AOE listed within the Technical Areas. However, Bidders will receive higher scores in the solicitation evaluation phase based on how well those demonstrate its proposed team of personnel can adequately cover the range of AOEs, as well as sufficiently meet the knowledge, skills, abilities, and experience needed to successfully perform the work for each AOE.

**Part 2 Cost Proposal**

1. **Budget Forms (Attachment 7)**

A separate set of complete budget forms, including the full set of worksheets, is required for the Bidder (Contractor) and for each Subcontractor. This will be deemed the equivalent of a formal Cost Proposal. The budget forms consist of the following:

* Direct Labor (Unloaded)
* Fringe Benefits
* Subcontracts
* Indirect Costs and Profit

Detailed instructions for completing these forms are included on the Budget Forms (Attachment 7). Rates and personnel shown must reflect rates and personnel you would charge if you were chosen as the Contractor for this RFP. The salaries, rates, and other costs entered on these forms become a part of the final agreement. The entire term of the agreement and projected rate increases must be considered when preparing the budget. The rates bid are considered capped and shall not change during the term of the agreement. The Contractor shall only be reimbursed for their **actual** rates up to these rate caps. The hourly rates provided in the Budget Form-Direct Labor shall be unloaded (before fringe benefits, overheads, general & administrative (G&A) or profit).

All budget forms are required because they will be used for the Agreement prepared with the winning Bidder resulting from this RFP.

**Budget Form-Loaded Rates (Attachment 7a)**

This form calculates the cumulative average loaded hourly rate score under Part II Cost Score table, Cost Criterion 1 in Section IV Evaluation Process and Criteria of this RFP. The loaded hourly rate is defined as the sum of direct labor, fringe benefits, indirect overhead, general and administrative, etc., as applicable, and profit (if applicable).

* The Bidder and each Subcontractor are required to complete one Attachment 7a Loaded Rates form.
* Follow the instructions on the Budget Form-Loaded Rates (Attachment 7a).

**Budget Form-Rates Summary (Attachment 7b)**

This form compares the Bidder and all Subcontractors’ cumulative average direct labor and fringe benefit rates to their average loaded rates. These ratios are averaged, and then the result is multiplied by the maximum points (10) for Part II Cost Score table, Cost Criterion 2 in Section IV Evaluation Process and Criteria of this RFP.

* Only the Bidder is required to complete Attachment 7b Rates Summary form.
* Follow the instructions on the Budget Form-Rates Summary.

**NOTE:** The information provided in Budget Forms 7, 7a, and 7b will **not** be kept confidential. **Do not submit confidential information**.

# IV. Evaluation Process and Criteria

## About This Section

This section explains how the proposals will be evaluated. It describes the evaluation stages, preference points, and scoring of all proposals.

## Proposal Evaluation

A Bidder’s proposal will be evaluated and scored based on their response to the information requested in this RFP. The entire evaluation process from receipt of proposals to posting of the Notice of Proposed Award is confidential.

To evaluate all Proposals, the CEC will organize an Evaluation Committee. The Evaluation Committee may consist of CEC staff.

The Proposals will be evaluated in two stages:

### Stage One: Administrative and Completeness Screening

The Contracts Office will review Proposals for compliance with administrative requirements and completeness using the screening criteria in Section IV of this RFP. Proposals that fail Stage One shall be disqualified and eliminated from further evaluation.

### Stage Two: Technical and Cost Evaluation of Proposals

Proposals passing Stage One will be submitted to the Evaluation Committee to review, evaluate and score based on the Evaluation Criteria in Section IV of this RFP.

Part I Technical Score

* The Evaluation Committee will evaluate and score the technical content of proposals using the Scoring Scale and the Evaluation Criteria in Section IV of this RFP.
* Scoring is based on the extent to which the Bidder’s proposal addresses each of the Evaluation Criteria in Section IV of this RFP.
	+ 1a Contractor Administrative Qualifications
	+ 1b Personnel Technical Qualifications
* When evaluating proposals, the Evaluation Committee may seek input from technical reviewers both internal and external to the CEC. These technical reviewers may assist the Evaluation Committee in assessing Bidders’ proposals. Technical reviewers’ comments do not determine final technical and cost scores.
* During the evaluation and selection process, the Evaluation Committee may schedule a clarification interview with a Bidder that will either be held virtually for the purpose of clarification and verification of information provided in the proposal. The CEC will provide advanced written notice of questions to Bidders, as applicable. However, these interviews may not be used to change or add to the contents of the original Proposal.
* All Bidders are required to earn a technical score of at least **49 of the 70** (equivalent to 70 percent) available technical points in order for their proposal to progress to the cost evaluation process and be eligible for possible funding. Therefore, proposals not attaining at least 49 technical points will be eliminated from further competition.

Part II Cost Score

Only Bidders who attain a minimum passing technical score of at least **49 of the 70** available technical points will progress to the cost evaluation step. In this step, costs will be scored only for the Bidder’s personnel who are directly billed to the Agreement.

* A Bidder can earn a **maximum of 30** available cost score points.
* Though there is no minimum cost percentage requirement, each Bidder must earn a combined technical and cost score of at least 70 of the 100 total possible points (equivalent to a combined 70 percent), to be eligible for funding**. Lower costs will result in a higher score**.

Total Technical and Cost Possible Points

* The total score for each Proposal will be the average of the combined scores of all Evaluation Committee members. All Bidders are required to earn a combined technical and cost score of at least **70 points of 100** (equivalent to 70 percent) total possible points.
* After scoring is completed, Proposals not attaining a score of 70 percent of the total possible points will be eliminated from further competition.

Preference Points

* All applicable Preferences will be applied to all Proposals attaining a minimum of **70 percent** of the total possible points (70 of the 100 total possible points available for technical and cost). See Section V of this RFP for details.
	+ Disabled Veteran Business Enterprise Incentive
	+ Small/Microbusiness
	+ Non-Small Business
	+ California-Based Entities
	+ Target Area Contract Preference Act

## Notice of Proposed Award

* After the proposal evaluation process is completed, one Agreement shall be awarded to the Bidder meeting the requirements outlined above, who achieves the highest score after application of preference points.
* The CEC will post a Notice of Proposed Award (NOPA) on the CEC’s Web Site.

## Stage One: Administrative And Completeness Screening

### Using this Screening Criteria, the Contracts Office will screen all proposals that were submitted to the Energy Commission by the stated due date and time, giving a pass/fail score for each criterion. Proposals must pass all Stage One Screening Criteria. Proposals that fail Stage One shall be disqualified and eliminated from further evaluation.

|  |  |
| --- | --- |
| **SCREENING CRITERIA** *The Proposal must pass ALL criteria to progress to Stage Two.* | **Pass/Fail** |
| 1. The proposal is received by the CEC’s Contracts, Grants, and Loans Office by the due date and time specified in the “Key Activities Schedule” in Part I of this solicitation and is received in the required manner (e.g., no emails or faxes).
 | ☐ Pass ☐ Fail |
| 1. The Contractor Status Form (Attachment 1).
 | ☐ Pass ☐ Fail |
| 1. The Darfur Contracting Act (Attachment 2).
 | ☐ Pass ☐ Fail |
| 1. The Disabled Veteran Business Enterprise form (Attachment 3) is completed.
 | ☐ Pass ☐ Fail |
| 1. The Bidder Declaration Form (Attachment 4).
 | ☐ Pass ☐ Fail |
| 1. Contractor Certification Clauses (Attachment 5).
 | ☐ Pass ☐ Fail |
| 1. Iran Contracting Act Form (Attachment 10).
 | ☐ Pass ☐ Fail |
| 1. The California Civil Rights Laws Certification (Attachment 11).
 | ☐ Pass ☐ Fail |

## Stage Two: Scoring Scale

Proposals that pass Stage One will be submitted to the Evaluation Committee for technical evaluation and scoring. Using this Scoring Scale, the Evaluation Committee will give a score for each criterion described in the Evaluation Criteria Tables for 1a Contractor Administrative Qualifications and 1b Personnel Technical Qualifications.

|  |
| --- |
| **SCORING SCALE** |
| **% 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 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. |
| 75% | Between Adequate and Good | Response better than 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 applicant’s response or proposed solution. No identified omission(s), flaw(s), or defect(s). Any identified weaknesses are minimal, inconsequential, and acceptable. |
| 85% | Between Good and Excellent | Response fully addresses the requirements being scored with a better than good degree of confidence in the applicant’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 applicant’s response or proposed solution. Applicant offers one or more enhancing features, methods or approaches exceeding basic expectations. |
| 95% | Between Excellent and Exceptional | Response fully addresses the requirements being scored with a better than excellent degree of confidence in the applicant’s response or proposed solution. Applicant offers one or more enhancing features, methods or approaches exceeding basic expectations. |
| 100% | Exceptional | All requirements are addressed with the highest degree of confidence in the applicant’s response or proposed solution. The response exceeds the requirements in providing multiple enhancing features, a creative approach, or an exceptional solution. |

##

## Stage Two: Evaluation Criteria

## Part I: Technical Score

All Bidders are required to earn a technical score of at least **49.00 of the 70** (equivalent to 70 percent) available technical points for 1a Contractor Administrative Qualifications and 1b Personnel Technical Qualifications in order for their proposal to progress to the cost evaluation process and be eligible for possible funding. Therefore, proposals not attaining at least 49.00 technical points will be eliminated from further competition.

## 1a Contractor Administrative Qualifications

The information the Bidder provides for the Contractor Administrative Qualifications and in the resumes (only for individuals who are directly billed to the Agreement to perform administrative work as specified under the Agreement Management task in the SOW of this RFP) must respond to each criterion below in the Evaluation Criteria table Part 1a Contractor Administrative Qualifications, unless otherwise indicated. The Evaluation Committee will use these criteria to evaluate the proposals.

|  |  |
| --- | --- |
| **Stage Two: Evaluation Criteria**  | **Maximum****Points** |
| **Part I: Technical Score** |
| **1a Contractor Administrative Qualifications** |
| **Agreement Management** | **10** |
| Describe the Bidder’s knowledge of and demonstrated expertise with the following criteria. |
| **1. Team Structure and Coordination**(1) The organization chart shows an efficient, well-defined structure. (2) The team structure provides clear roles and responsibilities among the team members, including the project managers for the Contractor and each Subcontractor, and the agreement administrator.(3) There are clear lines of communication to ensure that team members share information and meet their responsibilities.(4) There is a summary describing each firm’s services relevant to the expertise needed under this Agreement. |
| **2. Availability of Personnel** (1) The Bidder can efficiently assemble a qualified team consisting of personnel identified in Attachment 8 (Personnel Technical Qualifications Form for the AOEs) in response to a work request by the CEC. The personnel must have the appropriate skill level and experience to perform the work, while considering cost-effectiveness.(2) The Bidder can ensure the availability of all personnel directly billed under this Agreement. (3) The Bidder can quickly provide an equivalent replacement for personnel who are no longer available to provide services.(4) The Bidder has ready access to temporary personnel, both technical and administrative. |
| **3. Agreement Management Ability**(1) The Bidder has an effective strategy to perform the tasks in the SOW, including management of the Agreement resulting from this RFP (i.e., a multi-year contract with multiple personnel).(2) The Bidder summarizes their experience managing contracts/projects similar to the Agreement that will result from this RFP.(3) The Bidder has experience in developing cost-effective methods for managing Subcontractor assignments, including methods for ensuring timely submission of quality work, efficiently assigning tasks, and efficiently following up on tasks.(4) The Bidder has efficient methods to: (a) determine the budget status of each WA and defined task in the Agreement; (b) prevent cost overruns; (c) keep each technical support defined projects and WA projects in the Agreement on schedule; (d) submit acceptable deliverables to the CEC; and (e) track the start, progress, and closure of each project.(5) The Bidder has in place invoicing procedures that ensure timely invoicing, accurate records, and accountability.(6) The Bidder can quickly verify costs before submitting them to the CEC for reimbursement and can resolve any discrepancies found as a result of the verification.(7) The Bidder does not have any unsatisfactory contractor evaluations from the CEC or on file with any other California State agencies. |
| **4 Quality Control**The proposal explains how the Bidder would effectively address the following personnel situations:1. Frequently missed performance/deliverable deadlines;
2. Lack of communication and coordination between the Bidder, the Bidder’s personnel team, and the CEC;
3. Submission of work that is not responsive to CEC requirements;
4. Disagreement with substantive technical errors noted by CEC staff;
5. Refusal to modify work without additional compensation; and
6. Submission of invoices that show excessive charges.
 |
| 1. **Financial Stability**

The Bidder demonstrates the ability to financially complete the work to be performed under this Agreement by responding to the following questions:(1) Has your organization been involved in a lawsuit or government investigation in the past ten years?(2) Does your organization have overdue taxes?(3) Has your organization ever filed for bankruptcy, or have plans to do so? (4) Has any party that entered into an agreement with your organization ever terminated it, and if so, why? (5) Has your organization ever failed to provide a final report by the due date in any executed agreements with the CEC (i.e., approved at a Commission business meeting and signed by both parties) within the last five years?  |
| **6. Previous Work Products**Each Bidder shall provide at least one example of a multi-year agreement in which they provided project management services, similar to the administrative responsibilities required in the Agreement resulting from this RFP. This includes all aspects of administering a technical assistance agreement for the services to be provided as described in the of this RFP.Bidders may submit an electric copy of one example of an agreement SOW outlining these responsibilities. It is not necessary to provide more than one copy for each example. **Do not provide any confidential information.** |
| **7 Personnel Resumes**Provide a current resume (within the last five years) for all Bidder and Subcontractor personnel who will be performing work and directly billed under the Agreement as a result of this RFP (administrative and technical personnel). The recommended length for the resumes is up to one page, including job classification, summary of relevant experience and qualifications, education, academic degrees, and professional licenses. Information provided on the resumes will be used to help in evaluating the team members’ capabilities in the meeting the Contractor Administrative Qualifications criteria. Therefore, resumes will be evaluated for only the individuals who are directly billed to the Agreement to perform administrative work as specified under Task 1 Agreement Management in the SOW of this RFP. |
| **8. Client Reference Forms**Each Bidder shall complete two Client Reference Forms (Attachment 6) for current (within the past three years) and relevant references demonstrating similar work deliverables as described in this RFP. The CEC reserves the right to check references and may consider them in the evaluation. |

## 1b Personnel Technical Qualifications

The information the Bidder provides in the Personnel Technical Qualifications Form (Attachment 8) must respond to each criterion below in the Evaluation Criteria table Part 1b Personnel Technical Qualifications, unless otherwise indicated. The Evaluation Committee will use the Scoring Scale and these Evaluation Criteria to evaluate and score the proposals. These criteria are organized by nine (9) major Technical Areas (A through I) which consists of a relevant set of AOEs or sub-skill sets within each Technical Area. AOEs are sub-skill sets for which external experts are needed to assist CEC staff in the energy-related support activities. Each Technical Area has an assigned number of maximum points.

The Personnel Qualifications Form (Attachment 8) is designed to identify the personnel that the Bidder will assign to an AOE. The form is required if the Bidder assigns personnel to an AOE. The Bidder may submit one Personnel Qualifications Form for each person to the applicable AOE where they provide personnel who are subject matter experts for that AOE. The Bidder may identify a maximum of three personnel for each AOE. Personnel may be assigned to more than one AOE.

The Bidder is not required to submit a Personnel Qualifications Form for every AOE listed within the Technical Areas. However, Bidders will receive higher scores in the solicitation evaluation phase based on how well those demonstrate its proposed team of personnel can adequately cover the range of AOEs, as well as sufficiently meet the knowledge, skills, abilities, and experience needed to successfully perform the work for each AOE.

|  |
| --- |
| **Technical Areas (A through I)****Areas of Expertise (AOE)** |
| **Evaluation Criteria**  | **Maximum Points** |
| **Part I: Technical Score** |  |
| **1b Personnel Technical Qualifications** |
| **Energy Efficiency** |  |
| **Area A. Buildings End-Use Energy Efficiency** | **8** |
| Describe each individual’s knowledge of and demonstrated expertise with the following AOEs: |
| 1. **Appliance, Office, and Consumer Electronics Technologies**

Advanced energy efficient appliance technologies, office equipment, computers, and consumer electronics or plug loads, such as entertainment devices for energy saving opportunities and technical and economic feasibilityThe current status of appliance technology and research Control and display technologiesOpportunities for incorporating consumer electronic controls in zero net energy (ZNE) buildings, including direct current applicationsBehavior-related strategies to influence consumer preferences, acceptance, and behavior related to advanced technologyOpportunities for improved performance and justification for future Title 20 Appliance Standards |
| 1. **Building Envelope**

Advanced envelope technologies including fenestrationAdvanced envelope technologies’ impact on indoor air qualityCurrent diagnostic tools/strategies and evaluation of the need(s) and benefit(s) for further tools, including measurement and tracking building performance over timeFuture technical and economic potential of advanced building envelope systems (e.g., walls and fenestration), estimates for near- and long-term energy savings, cost effectiveness and life cycle cost and benefits, and justification for Title 24 building energy efficiency standards updateConsumer preferences, acceptance, and behavior related to advanced building envelope technology |
| 1. **Lighting Technologies**

Advanced lighting systems and control strategies, including, load flexibility for grid resilience, DC distribution, estimates for near- and long-term energy savings, cost effectiveness and life cycle cost and benefits, and justification for Title 24 building energy efficiency standards update |
| 1. **Space Conditioning Technologies**

Advanced low/no carbon heating, ventilation, and air conditioning (HVAC) space conditioning systems that use low global warming potential refrigerants, and low-energy alternative HVAC space conditioning systemsApplications for large commercial buildings, multifamily- and low-income buildingsApplications that minimize need for electric panel and infrastructure upgradesIndoor air quality issues associated with advanced mechanical ventilation technologiesAdvanced equipment controls and building automation systems (BAS), including continuous commissioning and integrated fault detection and diagnostics for multiple systems (e.g., mechanical, lighting, plug loads) and load flexibility for grid resilience.Future technical and economic potential of advanced system, such as combination space and water heating systems, estimates for near- and long-term energy savings, cost effectiveness and life cycle cost and benefits, and justification for Title 24 building energy efficiency standards updateOccupant productivity, consumer preferences, acceptance, and behavior related to advanced space conditioning technology |
| 1. **Water Efficient Applications, Water Heating and Distribution Systems**

Advanced electric water heater systems, including applicability to multifamily- and low-income housing with limited sized electric panelsHot water distribution strategies and energy-efficient whole system design approaches (such as compact distribution)Methodologies and strategies to monitor hot water and water consumption at the fixture level over timeFuture technical and economic potential of advanced water systems, such as combination space and water heating systems, estimates for near- and long-term energy savings, cost effectiveness and life cycle cost and benefits, and justification for energy code update, such as on demand hot water recirculation systemsOccupant productivity, consumer preferences, acceptance, and behavior related to advanced water heating technology |
| 1. **Whole Building Energy Measurement, Simulation and Benchmarking, and Load Flexibility and Demand Response**

Energy benchmarking, performance, and asset rating systemsAdvanced building energy simulation programs and models for new energy efficient technologies and/or strategies and application for future building and appliance efficiency code updates (Title 24, part 6, and Title 20) Demand response and load flexibility applications and technology to address regulatory and rate design issues for residential and commercial building customers that hinder program participation and technology adoptionAdvanced technologies that minimize electric panel upgrades or need for electric infrastructure updates. |
| **Area B. Industrial, Agricultural, and Water End-Use Energy Efficiency** | **8** |
| Describe each individual’s knowledge of and demonstrated expertise with the following AOEs: |
| 1. **Industrial Energy Efficiency and Demand Reduction**

Advanced industrial energy efficiency and decarbonization technologies, and controls and strategies that reduce energy use and carbon intensity associated with industrial processes; increase product output; or result in improved feedstock formulation that lowers energy use or demandProgrammable logic controllers for managing industrial loads and processesFluid separation technologies, including: advanced membranes, distillation, and other fluid separation technologies used commonly in industries such as food processing, the chemical industry, and refineriesCurrent and advanced industrial refrigeration technologiesTechnical and economic potential of industrial energy and/or demand reduction technologies, estimates for near- and long-term energy savings potential, market and need potential, cost effectiveness, life cycle costs and benefits, issues affecting use and overcoming barriers to increased demand reduction participation. Potential technologies could include electricity energy storage, demand response, or other distributed energy resourcesDevelopment of industrial electric load profiles to identify opportunities for load flexibility and market characterization. Advanced and emerging separation technologies, including non-thermal separation of liquids, gases and solids including membranes, molecular sieves, swing absorption units (temperature, pressure, moisture, etc.), fractional freezing, etc.Advanced and emerging industrial high temperature heating technologies with low carbon footprint including electrotechnologies, heat pumps, low-carbon fuels, low-carbon heat sources. Advanced and emerging industrial heating technologies that include integration of low-carbon and conventional heating with renewable energy sources and energy storage. |
| 1. **Industrial and Agricultural Water Efficiency and Demand Reduction**

Technical and economic potential of advanced systems, estimates for near- and long-term energy and water savings, cost effectiveness and life cycle cost and benefits, and justification for energy code updatesLow energy, advanced desalination technologies with zero discharge; analysis of near- and long-term energy and water savings, and cost effectivenessTechnical and economic potential of water energy and/or demand reduction technologies, estimates for near- and long-term energy and water savings potential, market and need potential, cost effectiveness, life cycle costs and benefits, issues affecting use and overcoming barriers to increased demand reduction participation. Development of electric load profiles to identify opportunities for load flexibility and market characterization |
| 1. **Water Treatment: Potable and Wastewater**

Advanced and emerging potable and wastewater treatment technologies, including reuse of industrial and agricultural waste-water effluents and increase use of gray waterAdvanced and emerging water treatment practices and new technologies for water conservation and energy efficiencyFuture technical and economic potential of advanced water treatment systems, and evaluate estimates for near- and long-term energy savings, cost effectiveness, and life cycle cost and benefits |
| 1. **Carbon Management and Utilization**

Advanced and emerging technologies for Point-Source Capture and Direct Air Capture and technical and economic potential.Conversion of carbon dioxide into valuable commodities (utilization) and technical and economic potentialMethane cracking/pyrolysis and integration of the process into industrial processes |
| **Energy Generation** |  |
| **Area C. Renewable Energy Technologies** | **8** |
| Describe the Personnel’s knowledge of and demonstrated expertise with the following AOEs:  |
| 1. **Biomass Electric Generation and Municipal Solid Waste (MSW) Technologies**

Barriers to commercialization such as: performance; current and projected costs, environmental impacts, interconnection; state and federal policies and activities Biomass energy conversion processes and technologies such as: combustion, gasification, pyrolysis, fermentation (biomass-to-ethanol), and anaerobic digestion (i.e., specifically including landfill gas-to-energy, wastewater treatment gas-to-electricity, and livestock manure gas-to-electricity technologies; advanced biomass energy conversion techniques)Biomass electricity distributed generation technologiesCo-production of value-added products (specifically their costs, performance characteristics, and environmental aspects) |
| 1. **Geothermal Energy and Lithium Recovery**

(1) Geothermal resource development and electric generation such as: assessment and exploration; production and injection wells; reservoir engineering; modeling reservoir flow path, wells, and generation infrastructure; vapor-and liquid-dominated electric generation technologies; efficiency improvements, well design; material science, corrosion and brine chemistry, (2) Geothermal heat pump technologies (GHP), including heat exchangers(3) Barriers to geothermal development and lithium recovery strategies (current and projected costs; economic implication of by-products; environmental impacts; state and federal policies and activities) (4) Technical assessment of by-products, including lithium recovery techniques (such as absorption, ion exchange, and solvent extraction technologies)  |
| 1. **Solar Photovoltaic and Thermal Electric Technologies**

(1) Photovoltaic (PV) cell technologies and balance of systems components such as: crystalline, amorphous, thin film, multi-junction devices, tandem PV and bifacial PV, tracking systems, support structures, storage options, and inverters(2) Solar thermal electric technologies (e.g., parabolic trough, dish/Stirling, central receiver systems, and modular solar thermal electric technologies suitable for distributed generation applications)(3) Barriers to commercialization (current and projected costs, environmental impacts, interconnection; state and federal policies and activities; performance testing and certification) |
| 1. **Wind Technologies**
2. Existing and developing wind technologies, with emphasis on floating offshore wind components and designs
3. Barriers to commercialization (performance and reliability; economic, including soft and hard cost; environmental impacts, interconnection; material sourcing, including supply chain and manufacturing; policies and federal activities)
4. Current and projected global deployments
 |
| 1. **Renewable Energy Integration**

(1) Techniques and models for forecasting intermittent wind and solar generation(2) Methods to optimize integration of distributed renewable energy systems with other distributed energy resources, including energy storage and electric vehicles(3) Opportunities to develop hybrid renewable energy generation systems that combine multiple resources(4) Optimization of high-penetration renewable energy communities to maximize value to ratepayers, utilities, and grid operators to provide grid services (e.g. frequency and voltage support) to improve the reliability and resilience of the electric grid.(5) Community-scale deployment and integration of renewable energy technologies and enabling technologies(6) Distribution and interconnection system mechanics and renewable integration planning (technical, economical, and environmental) |
| **Area D. Energy-Related Advanced Generation** | **8** |
| Describe the Personnel’s knowledge of and demonstrated expertise with the following AOEs:  |
| 1. **Combined Cooling, Heating and Power (CCHP) Technologies and Applications**

(1) Topping and bottoming cycles, including waste heat and pressure recovery(2) Combustion turbines(3) Steam turbines, including steam production and steam turbine performance(4) Packaged systems fueled by natural gas, Liquefied Natural Gas (LNG), distillate and renewable fuels(5) Duct burners(7) Market potential of CCHP technologies(8) Hybrid generation and fuel-flexible, including renewable applications(9) Distributed generation application(10) Emerging engine technologies, including linear engine power generation and advanced emission controls(11) Other new and emerging power generation systems such as thermo-electric, piezoelectric, Stirling engine, and others |
| 1. **Fuel Cell Technologies**

(1) Fuel cell technologies and systems, including: phosphoric acid molten carbonate, solid oxide, and proton exchange membrane fuel cell technologies(2) Hybrids, including hybrid system modeling(3) Associated development issues, including: alternative materials and processing techniques for cell stack components; efficiency improvement; fuel reforming, processing, and fuel flexibility; balance of system design and integration; thermal management, waste heat recovery, and combined heat and power; system control and dispatch; power conditioner units; and manufacturing cost reduction |
| 1. **Gas Turbines (Micro and Small)**

(1) Design engineering, manufacturing, and regulation(2) Turbine performance analysis(3) Heat recovery from gas turbine exhaust(4) Simple gas turbine cost and performance(5) Combined cycle cost and performance analysis(6) Methane/steam reforming and catalyst requirement(7) Gas turbine combustion process and emission evaluation(8) Advanced combustion development and demonstration |
| 1. **Hydrogen Production and Generation Technologies**

(1) Electrolyzer technologies and systems, including: alkaline, proton exchange membrane, solid oxide, anion exchange membrane technologies.(2) Water use and associated environmental impacts of hydrogen production.(3) Integration of hydrogen production with utility-scale renewable energy systems, e.g., terrestrial wind, offshore wind, solar, geothermal.(4) Non-electrolysis hydrogen production technologies, e.g., thermal water splitting, biochemical and thermochemical pathways.(5) Hydrogen energy carriers (e.g., ammonia, methanol, liquid organic hydrogen carriers) and conversion into synthetic fuels(6) Increasing blends of hydrogen in advanced power generation with enhanced safety and emissions control(7) Deployment and operation hydrogen-based firm and dispatchable generation. |
| **Area E. Energy-Related Environmental Research** | **6** |
| Describe the Personnel’s knowledge of and demonstrated expertise with the following AOEs:  |
| 1. **Geologist: Geologic Storage of Carbon Dioxide**
2. Geology and geohydrology of sedimentary basins of California suitable for geologic storage
3. Physical processes associated with trapping of carbon dioxide in the subsurface
4. Site characterization methodologies
5. Risk assessment approaches
6. Permitting and regulatory framework
7. Emissions monitoring technologies
 |
| 1. **Heat Transfer Specialist: Power Plant Cooling**
2. Cooling (steam condensation) technologies associated with thermal electricity generation, including fossil, biomass, geothermal, and solar-fueled generation
3. Economic and performance issues associated with the different cooling technologies
4. Assessment of capital and operating costs
5. Improve the performance of water conserving cooling technology
 |
| **Energy Infrastructure** |
| **Area F. Energy Technology Systems Integration**  | **6** |
| Describe the Personnel’s knowledge of and demonstrated expertise with the following AOEs:  |
| 1. **Demand Responsive Technologies and Systems**
2. Utility and CAISO programs and related technologies that aid customers’ ability to respond to varying prices and energy availability in real time
3. Integration issues/opportunities using meters, on-site energy storage, innovative communication, and customer devices that respond automatically to energy management systems or customer premise networks
4. Aggregation of distributed energy resources including plug-in electric vehicles (PEVs) to participate in demand response
 |
| 1. **Advanced Grid Technologies**
	1. Electric grid related sections of the 2021 Infrastructure Investment and Jobs Act and 2022 Inflation Reduction Act, as well as resultant activities at Department of Energy
	2. Advanced grid technologies such as: distributed energy resources, microgrids, communications and controls, monitoring and forecasting, sensors, security, distribution automation, demand response, energy storage, smart meters, home area networks, modeling tools, data analytics, vehicle-to-grid, and other related technologies
	3. California’s Smart Grid implementation plan, including Smart Grid implementation pursuant to SB 17, AB 2874, and the CEC’s Integrated Energy Policy Report
	4. Cyber security and cyber resilience including implementation challenges, issues, and status of national efforts
	5. National Institute of Standards and Technology (NIST) activities on development of Smart Grid standards, interoperability standards, and cyber security
	6. Grid-connected distribution-level generation and energy storage
	7. U.S. Department of Defense implementation of microgrids and Smart Grid activities
	8. Smart inverter functionalities, grid forming inverters, and integration issues associated with inverter-based grids
	9. Institute of Electrical and Electronic Engineers (IEEE) activities on standards for microgrids and inverters (P2030.X and 1547 standards)
	10. Methods to modernize utility regulations to encourage cost-effective investments in efficiency like combined heat and power, clean distributed generation, and demand response resources such as smart thermostats and dynamic pricing

(13) Electric grid investments to improve reliability and resilience, such as smart meters that report outages automatically and advanced distribution management technologies |
| 1. **Zonal Electrification and Gas Decommissioning**

(1) Long-term resource planning, safety, affordability, and reliability(2) Electric and gas data sources and data needs to identify zonal electrification opportunities that support the objective of gas system cost savings(3) Community engagement to advance equitable building decarbonization and zonal electrification (4) Cost benefit analysis of zonal electrification and gas decommissioning including gas avoided cost, electrification, and GHG reduction |
| 1. **Transmission & Distribution (T&D) Technologies and Power Electronics**

(1) New electricity T&D technologies (including high voltage DC transmission technologies) which help improve electric systems capabilities (e.g., Flexible Alternating Current Transmission System technologies, supervisory control and data acquisition systems, and dynamic line ratings), reduce congestion, integrate renewables, mitigate harmonics and other power quality effects, and improve the load factors of the electrical transmission and distribution (T&D) systems(2) T&D protection systems and hardware, with emphasis on relay protection systems and bidirectional power flow(3) Kilo-Volt-Ampere (kVA), kilo-Volt-Ampere reactive (kVAr), harmonic, and unbalanced power interactions on T&D systems(4) Solid state power electronics (e.g., thyristors, insulated gate bipolar transistors, and wide bandgap semi-conductor devices) and their role in electrical generation, transmission, distribution, and controls(5) Issues related to development and deployment of power electronics(6) Communications and controls technologies that facilitate the integration of new automated distribution equipment, demand response, renewables, and distributed generation into the distribution system(7) Asset management expertise focused on designing, extending, and maintaining T&D infrastructure in an efficient and cost-effective manner(8) Implementation of modular equipment to support rapid grid recovery |
| 1. **Energy Storage Technologies and Grid Interconnection**

(1) Compressed air energy storage (and associated reservoir requirements), including utility systems integration issues, duty cycles, economics, applications and secondary markets/applications(2) Pumped hydroelectric storage technologies (and the associated reservoir requirements), including utility systems integration issues, duty cycles, economics, applications, and secondary markets/applications(3) Flywheel energy storage including utility systems integration issues, duty cycles, economics, applications, and secondary markets/applications(4) Ultra-capacitor energy storage and superconducting magnetic energy storage (SMES), including utility systems integration issues, duty cycles, economics, applications, and secondary markets/applications(5) Lithium-ion and non-lithium-ion battery technologies (for example, flow batteries and iron air batteries), including utility systems integration issues, codes and standards, duty cycles, economics, applications, and secondary markets/applications(6) Thermal energy storage, including utility systems integration issues, duty cycles, economics, applications, and secondary markets/applications(7) Plug-in electric vehicle battery systems including utility systems integration issues, duty cycles, economics, applications, and secondary markets/applications(8) Grid-connected energy storage technologies for energy from renewables and emerging energy storage technologies(9) Implementation of Automated Demand Response with energy storage to address Smart Grid ancillary services(10) Integration of energy storage at transmission, distribution, and behind-the-meter connection points.(11) Hydrogen for long-duration (e.g., monthly, seasonal) energy storage, round-trip efficiency, hydrogen storage, duty cycle, economics, applications, and secondary markets/applications |
| 1. **Gas Infrastructure Safety and Integrity**
2. Damage detection and prevention to locate pipelines, monitor for encroachments, and detect and quantify leaks.
3. Threats and integrity management to inspect and predict failures and cracks of pipelines.
4. Risk assessment and information management to improve situation awareness, data automations and analytics, and cyber and physical security.
 |
| 1. **Hydrogen Delivery and Storage**
2. Hydrogen leakage detection, monitoring, prevention, and other risk mitigation solutions.
3. Hydrogen and gas blending, separation, and risk management.
4. Hydrogen geologic storage formations and alternative options.
 |
| 1. **Cybersecurity**
2. Cyber security practices, solutions, and implementations for management of utility, customer and third-party owned devices.
3. Securing communications technologies and approaches among power systems owned by multiple parties.
4. Guidelines and standards for cyber security and data protection for power system integration.
5. Cyber security training and risk management.
 |
| **Area G. Energy-Related Transportation** | **6** |
| Describe the Personnel’s knowledge of and demonstrated expertise with the following AOEs:  |
| 1. **Transportation Electrification**

(1) Vehicle-grid integration including charge management, bidirectional power flow, and integration with other distributed energy resources to lower costs, mitigate grid impacts, and support greater resilience and reliability.(2) High-power charging solutions to enable faster charging rates and electrification of heavy-duty vehicles(3) Electric vehicle and charging infrastructure hardware including power electronics, electric motors, and batteries.(4) Scalable and economically viable electric vehicle battery reuse and recycling processes(5) Codes and standards related to high-power charging, wireless charging, energy services, and interoperability(6) Technologies to decarbonize and address emissions from off-road transportation segments such as port cargo handling equipment, mobile construction and agricultural equipment, marine vessels, rail, and aviation.(7) Hydrogen fuel cell vehicle and refueling infrastructure technologies for transportation segments that are challenging to electrify directly. |
| **Energy Deployment and Market Facilitation** |
| **Area H. Market Facilitation** | **6** |
| Describe the Personnel’s knowledge of and demonstrated expertise with the following AOEs: |
| 1. **Market Assessment**

(1) Energy technology potential, forecasting potential markets, market penetration forecasting, commercialization assessments, and learning/experience curve effects on the pace of cost reduction and technology innovation(2) Effects of competition on pricing and market size(3) Barriers to commercial deployment of energy technologies or products(4) Disruptive technology market penetration and development opportunities(5) General statistical analysis |
| 1. Technology Commercialization

(1) Energy technology business case and path-to-market assessment(2) Business plan development and assessment(3) Clean energy production readiness plan development and assessment(4) Technology commercialization plan development and assessment(5) Technology-based, early-stage finance(6) Assessment of technology incubators and accelerators(7) Product-market-fit assessment |
| 1. **Regional Economic Development**

(1) Local agri-business, industrial, and innovation cultures in California population centers (2) Regional economic development best practices(3) Innovation hubs, innovation clusters, innovation prizes, and other tools to advance regional economic development |
| 1. **Workforce Training and Development for Clean Energy**

(1) Developing, planning, and implementing effective workforce development and training programs for clean energy (2)Existing clean energy apprenticeship, job training, and workforce programs available in California(3) Social, economic, and psychological factors that impact workforce development(4) Labor market forces and trends relating to employment and readjustment and transition services provided to dislocated workers(5) Office of Environmental Health Hazard Assessment California Communities Environmental Health Screening Tool (“CalEnviroScreen”). The CalEnviroScreen is a screening methodology that can be used to help identify California communities that are disproportionately burdened by multiple sources of pollution. CalEPA has used the tool to designate California communities as disadvantaged pursuant to Senate Bill 535 (2012). |
| 1. **Local Planning and Permitting**
2. Ordinances; regulatory frameworks; and permitting processes for clean energy planning and permitting in California, including retrofits for existing buildings; implementing new building codes and standards; Williamson Act solar easements; the Desert Renewable Energy Conservation Plan; and related environmental and land-use requirements and considerations, and safety considerations for clean energy for buildings; community-scale; and utility-scale siting and permitting
3. Best practices to reduce cost, streamline timelines, and reduce uncertainty for clean energy project siting and permitting at the local level in California, while advancing safety, strengthening resiliency, and meeting local community needs and priorities
 |
| 1. **Technology Manufacturing**
	1. Determining manufacturing requirements for clean energy technologies
	2. Design for manufacturing processes
	3. Supply chain planning for scaling manufacturing
 |
| **Other Technical Support**  |
| **Area I. Cross-Cutting Program Support** | **4** |
| 1. **Financial Consultant**

(1) Financial stability analyses of companies or individuals to determine their capability to complete research or program projects(2) Risk and debt assessment |
| 1. **Appraiser**

Knowledge and demonstrated expertise with determining the monetary value of project equipment for the purpose of purchase or sale considerations, including the following:1. Appraisal report preparation detailing value estimates of forced liquidation value, fair
2. Uniform Standards of Professional Appraisal Practice, Principals of Appraisal Practice and Code of Ethics of the American Society of Appraisers
 |
| 1. **Technical Editor and Formatter**

Common reference manuals, including the Chicago Manual of Style, the Gregg Reference Manual, and other reference manuals for providing technical edits Technical editing and formatting of program materials such as energy-related technical reports, government energy-related policy reports, brochures, fact sheets, documents for web platforms, DVDs, CDs, and PowerPoint and other presentations for audiences with varying levels of knowledge and sophistication in plain English (layman’s language) for the general public.Understanding of Digital Accessibility Compliance (Section 508 and California Government Code Section 11546.7 (formerly AB 434)) requirements and applying current web accessibility standards (WCAG 2.1) and any subsequent compliance updates. Creating, checking, and remediating content for digital compliance following CEC standards and through expertise with Adobe Acrobat Pro, Excel, Portable Document Format (PDF), PowerPoint, Word (and other Microsoft products), zipped files, and utilizing tools such as Screen Reader, Nonvisual Desktop Access (NVDA) and Color Contrast Analyser (CCA). |
| 1. **Technical Writer**

Common reference manuals, including the Chicago Manual of Style, the Gregg Reference Manual, and other reference manuals for providing technical edits Technical writing and development for program materials such as: energy-related technical reports, government energy-related policy reports, brochures, fact sheets, documents for web platforms, DVDs, CDs, and PowerPoint and other presentations for audiences with varying levels of knowledge and sophistication in plain English (layman’s language) for the general public. |
| 1. **Equity Considerations**

Knowledge or demonstrated experience with integrating equity considerations into program guidelines and energy projects, including the following:Consultation with stakeholders from diverse demographics in California’s underserved communities, including but not limited to Native American tribes, local governments, rural, agricultural, low-income, and disadvantaged communities, and renters. Inputs may be incorporated into ERDD programs, proposed project evaluation, and project planning and implementation.Valuation of energy and non-energy benefits for underserved communities, as well as identification of barriers and risks.Engagement with underserved communities in energy projects, such as through consultation, education, job training, or job creation.Application of California bills, policies, and CPUC decisions related to energy equity. Familiarity and facility with existing data sources related to energy equity in the state. |
| 1. **Graphic Designer and Video Producer**

(1) Newest technologies and possession of the required hardware and software for preparing multimedia presentations; graphic development and design; and publishing materials such as reports, brochures, fact sheets, flyers, newsletters, documents for web platforms, DVDs, CDs, and multimedia presentations(2) Graphic development and production that can translate technical material and research results(3) High quality programmatic and project video production suitable for web posting |
| 1. **Webcast**

(1) Broadcast live online audio and video streaming to the Internet for webcast presentations of conferences, workshops, meetings, and other activities(2) Provide archival streaming services(3) Provide window media files of streamed proceedings |
| 1. **Event Planner**

Prepare plans for various energy-related events, including schedule, task details, roles and responsibilities, deliverables, materials and equipment, venue, and logisticsDevelop event agendas and materialsSecure event venuesPrepare event marketing and outreach plan and event announcementsDesign event online platformDevelop event guidelines, event session moderator questions, conduct event dry runsTrack outreach of recipients, such as announcements, Listserv notifications, invitations, RSVPs, registration, attendees, speakersSet up event and test audio/visual equipment, manage day-of-event activities and post-event activitiesDevelop online survey and provide written survey resultsProvide event video broadcast recording on a digital storage deviceProvide written summary of event panel discussions, speaker presentations, highlights, etc.Provide written handbook of materials used to produce each event |
| 1. **Trainer**

Develop training planDesign training materialsCollaborate with subject matter experts to create training contentDevelop training materials in various electronic formats for each module, including but not limited to MS PowerPoint, MS Word, recorded MP4 filesPresent and host training sessions in various formats, including but not limited to online lectures, online demonstrations, pre-recorded lectures, informational materials, in-person class sessionsHost training Q&A sessions, provide written responses from Q&A sessions and any additional questions submitted to the TrainerDevelop online training survey (i.e., Survey Monkey), provide survey and written summary of survey results |
| 1. **California Environmental Quality Act (CEQA) Specialists**

Provide analytical environmental impact review and assessment Provide assessment of proposed project impacts, including applicable exemptions or determinations under CEQADemonstrate understanding of applicable CEQA requirements related to “Lead” or “Responsible” agenciesHave experience working with tribal governments and communities to assess projects adjacent to tribal landsConduct an initial study and prepare subsequent documentation, such as a notice of determination, environmental impact report, negative declaration, mitigation measures, findings, and a statement of overriding considerations, and provide responses to public comments for proposed project impacts using required subject matter expertsPossess expertise in the following topic and sub-topic areas:* **Air Quality, including greenhouse gas and climate change analysis; nitrogen deposition modeling; visible, ground-hugging, and thermal plume modeling and analysis; analysis of criteria pollutant emissions; and windshed modeling and analysis**
* **Alternatives Assessment**
* **Biological Resources, including avian biology, botany, fisheries biology, marine biology, wildlife biology, and wildlife corridors and migration**
* **Cultural Resources, including archaeology, architectural history, cultural anthropology, cultural resources GIS, geoarchaeology, history, and historic architecture**
* **Energy and Utility Service Systems**
* **Facility Design, including civil and structural engineering, electrical engineering, gas transmission pipeline safety, and mechanical engineering**
* **Fire Protection, including battery energy storage systems**
* **Geology, including enhanced oil recovery/carbon sequestration, sand dune morphology, mining and cavern excavation, geothermal resources, seismology, and well drilling and development**
* **Hazardous Materials Management, including battery energy storage systems, nuclear waste (including spent fuel toxic or acid mine waste), and site security**
* **Land Use, including agriculture and forestry resources**
* **Mineral Resources and Paleontology**
* **Noise and Vibration, including modeling and measurement methods and noise and vibration mitigation measures**
* **Public Health**
* **Socioeconomic Resources, including socioeconomic resources, population and housing, public services, and recreation**
* **Soils, including erosion, compaction, and stabilization; agriculture; range land; and forest conservation**
* **Traffic and Transportation aviation safety, ground vehicle safety, vehicle miles traveled and level of service calculations, and glint and glare analysis**
* **Transmission Line Safety and Nuisance**
* **Transmission System Engineering and Evaluation**
* **Visual Resources, including landscape architecture, 3D photo simulations, and glint and glare analysis**
* **Waste Management**
* **Water Resources, including groundwater impact modeling, storm water management, surface and groundwater supply modeling, wastewater modeling and analysis, surface water supply, water quality and treatment, sea level rise and climate change effects, recycled water supply and use analysis, and economic feasibility analysis**
* **Worker Safety**
 |
| **Total Possible Points for Part I. Technical Score*****Note: Minimum Passing Score for Part I. Technical Score is 49.00 (70%)*** | **70** |

|  |  |
| --- | --- |
| **Stage Two: Evaluation Criteria** | **Maximum****Points** |
| **Part II: Cost Score** |  |
| * 1. **Average Loaded Hourly Rate.**

The Score for this criterion will be derived from the mathematical cost formula set forth below, which compares the cumulative average loaded hourly rate (ALHR) of all qualifying loaded hourly rates listed in the subject Bidder’s Cost Bid, Budget Form-Loaded Rates (Attachment 7a), with the cumulative ALHR of all hourly rates of all qualifying loaded hourly rates listed in the Lowest Bidder’s cost bid. | 20 |
| * 1. **Ratio of Direct Labor and Fringe Benefit Rates to Loaded Labor Rates**

The score for this criterion will be derived from the Budget Form-Rates Summary (Attachment 7b), which compares the cumulative average direct labor and fringe benefits rates to the average loaded rates. This ratio, as a percentage, is multiplied by the possible points for this criterion. | 10 |
| **Total Possible Points for Part II. Cost Score** | **30** |
| **Total Possible Points (Technical and Cost)** | **100** |
| ***Note: Combined Technical and Cost Minimum Passing Score 70.00 (70%)*** |
| **BIDDER’S TOTAL TECHNICAL AND COST SCORE** |  |
| **Disabled Veteran Business Enterprise Incentive**  |  |
| **Small/Micro Business Preference** |  |
| **Non-Small Business Preference** |  |
| **California-Based Entities Preference** |  |
| **TACPA Preference** |  |
| **BIDDER’S FINAL SCORE** |  |

## Part II: Cost Score

Only Bidders who attain a minimum passing technical score of at least **49.00 of the 70** available technical points will progress to Part II Cost Score evaluation. The Evaluation Committee will score costs only for the Bidder’s personnel who are directly billed to the Agreement.

Average Loaded Hourly Rate

The method for determining the average loaded hourly rate (ALHR) is the formula below:

1. **Cost Formula for calculation of average loaded hourly rate score (criterion 1 above)**

**“Lowest Bidder”** is defined as the Bidder with the lowest cumulative average loaded hourly rate for all prime contractor and all Subcontractor personnel.

For example (using the following arbitrary hourly rates and fictional cost bids):

**Bidder 1**

**Prime Contractor Subcontractor A Subcontractor B**

Project Manager: $100/hrEngineer I: $90/hr Engineer IV: $120/hr

Engineer II: $100/hr

Engineer III: $110/hr

Bidder 1’s cumulative average loaded hourly rate = 100 + 90 + 100 + 110 + 120 divided by 5 = **$104**

**Bidder 2**

**Prime Contractor Subcontractor A Subcontractor B**

Project Manager: $100/hrEngineer I: $100/hr Engineer IV: $130/hr

Engineer II: $110/hr

Engineer III: $120/hr

Bidder 2’s cumulative average loaded hourly rate = 100 + 100 + 110 + 120 + 130 divided by 5 = **$112**

**Bidder 3**

**Prime Contractor Subcontractor A Subcontractor B**

Project Manager: $110/hrEngineer I: $110/hr Engineer IV: $140/hr

Engineer II: $120/hr

Engineer III: $130/hr

Bidder 3’s cumulative average loaded hourly rate = 110 + 110 + 120 + 130 + 140 divided by 5 = **$122**

In the examples above, Bidder 1 would be the Lowest Bidder.

1. **The Cost Formula for calculating the Points Awarded for criterion 1 above is as follows:**

**a. Calculate Cumulative Average Loaded Hourly Rate**

For each Bidder, we calculate the average rate, by adding all rates, and dividing by the number of rates:

Sum of all rates divided by Number of Rates Given = Average Loaded Hourly Rate for each Bidder: $\_\_\_\_\_\_\_\_\_\_

**b. Create Percentage**

Then we compare rates of all the Bidders, by creating a percentage of the Bidder’s rate, compared to the lowest Bidder’s rate. The lowest Bidder will have the highest percentage of points:

(Lowest Bidder’s Cumulative Average Loaded Hourly Rate divided by Bidder’s Cumulative Average Loaded Hourly Rate) = Bidder’s Percentage of Points

**c. Apply Possible Points**

Finally, we multiply the Bidder’s Percentage of Points by the number of possible points:

Bidder’s Percentage of Points X Possible Points = Points Awarded

*Following is an example of* *Cost Score Calculation, using the above examples*:

Cumulative Average Hourly Rates: Bidder #1 = $104, Bidder #2 = $112, Bidder #3=$122

|  |  |  |
| --- | --- | --- |
| *Bidder #1*104 divided by 104 = 100% | *Bidder #2*104 divided by 112 = 93%  | *Bidder #3*104 divided by 122 = 85% |
| **Possible Points** | **Percentage of Points** | **Points Awarded** | **Possible Points** | **Percentage of Points** | **Points Awarded** | **Possible Points** | **Percentage of Points** | **Points Awarded** |
| 20 | 100% | 20 | 20 | 93% | 18.6 | 20 | 85% | 17 |

#

## Preference Points

A Bidder may qualify for **non-technical preference points** described in Section V below in this RFP. Each qualifying Bidder passing the minimum combined technical and cost evaluation is eligible to receive the applicable preference points.

All applicable preferences will be applied to all proposals attaining a minimum of **70 percent** of the total possible points **(70.00 of the 100 total possible points available for technical and cost)**. The agreement shall be awarded to the Bidder meeting the requirements outlined above, who achieves the highest score after application of preferences.

# V. Business Participation Programs (Preferences/Incentives)

A Bidder may qualify for preferences/incentives as described below. Each Bidder passing Stage Two technical and cost evaluation will be eligible to receive the applicable preference/incentive.

This section describes the following business participation programs:

* DVBE Participation Compliance Requirements
* DVBE Incentive
* Small Business/Microbusiness Preference
* Non-Small Business Preference
* California-Based Entities Preference
* Target Area Contract Act Preference

## Disabled Veteran Business Enterprise (DVBE)

**Compliance Requirements**

***DVBE Participation Required***

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

***Bidder or Subcontractor Suspension***

The CEC shall reject a Proposal and shall not enter into an Agreement if a Bidder or Subcontractor used by Bidder is currently suspended for violating DVBE law.

***Two Methods to Meet DVBE Participation Requirement***

* If Bidder is a DVBE, then Bidder has satisfied the participation requirements if it commits to performing at least 3% of the Agreement with the Bidder’s firm, or in combination with other DVBE(s).
* If Bidder is not a DVBE, Bidder can satisfy the requirement by committing to use certified DVBE Subcontractors for at least 3% of the contract.

***Required Forms:***

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

* **Attachment 1**: Contractor Status Form.

Under the paragraph entitled: “Disabled Veteran Business Enterprise Participation Acknowledgement”, make sure to check the “yes” “DVBE Participation” box.

* **Attachment 3**: DVBE Declarations Std. Form 843
* **Attachment 4**: Bidder Declaration Form GSPD-05-105

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 Bidder 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 RFP 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 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):

(i) It is a sole proprietorship at least 51 percent owned by one or more disabled veterans or, in the case of a publicly owned business, at least 51 percent of its stock is unconditionally owned by one or more disabled veterans; a subsidiary that is wholly owned by a parent corporation, but only if at least 51 percent of the voting stock of the parent corporation is unconditionally owned by one or more disabled veterans; or a joint venture in which at least 51 percent of the joint venture’s management, control, and earnings are held by one or more disabled veterans.

(ii) The management and control of the daily business operations are by one 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.

(iii) It is a sole proprietorship, corporation, or partnership with its home office located in the United States, 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 or more disabled veterans. Public Contract Code 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. Bidder must have submitted application to OSDS for DVBE certification by the Bid 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 in proposals.

***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 at [The State of California Certifications Webpage](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 at [California State Contracts Register Webpage](https://www.caleprocure.ca.gov/pages/Events-BS3/event-search.aspx). For questions regarding the online certified firm database and the CSCR, please call the OSDS at (916) 375-4940 or send an email to: 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 Agreement 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 Agreement (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***

Bidder 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 Bidder 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 Public Contract Code Section 10115, et seq., and Military & Veterans Code Section 999 et seq., and follow the investigatory procedures required by California Code of Regulations 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 Commission 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 (OSDS)***

OSDS offers program information and may be reached at:

Department of General Services

Office of Small Business and DVBE Services

707 3rd Street, 1st Floor, Room 400

West Sacramento, CA 95605

[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)

Phone: (916) 375-4940

E-mail: OSDSHelp@dgs.ca.gov

***DVBE Law***

* Public Contract Code Section 10115 et seq.
* Military & Veterans Code Section 999 et. seq.
* California Code of Regulations 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 Proposals/Bids from responsible Bidders. The incentive will vary in conjunction with the percentage of DVBE participation.

The Incentive is applied by adding the incentive to the Proposal/Bid for Bidders that include more than the minimum required 3.00% DVBE participation. In other words, if a Bidder 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.

The DVBE Incentive Program may be used in conjunction with the Small Business preference which gives a 5% preference to small business Bidders or 5% to non-small business Bidders committed to subcontracting 25% of the overall Bid with small businesses.

**How Incentive Amount is Calculated:**

Solicitations based on **High Point** will calculate the incentive as described below: Incentive points are included in the sum of non-cost points. The percentage is based on the total possible available points not including preference points for small/micro business, non-small business or TACPA. Incentive points cannot be used to achieve any applicable minimum point requirements.

|  |  |
| --- | --- |
| DVBEParticipation Level | DVBEIncentive Points |
| 3.01% - 3.99% | 1 |
| 4.00% - 4.99% | 2 |
| 5.00% - 5.99% | 3 |
| 6.00% - 6.99% | 4 |
| 7.00% or over | 5 |

***Required Forms***:

* Contractor Status Form (Attachment 1).
* DVBE Declarations Std. Form 843 (Attachment 3)
* Bidder Declaration Form GSPD-05-105 (Attachment 4)

### *DVBE Incentive Law*

* Military & Veterans Code Section 999.5(a)
* California Code of Regulations Title 2, Section 1896.99.100 et.seq.

## Small Business / Microbusiness / Non-Small Business

**Small Business/Microbusiness**

**NOTE on the Small / Microbusiness paragraph below:**

### *Preference*

Bidders who qualify as a State of California certified small business will receive five percent (5%) preference points based on the highest responsible bidder's total score, if the highest scored proposal is submitted by a business other than a certified small business.  Bidders qualifying for this preference must submit a copy of their Small Business Certification and document their status in Attachment 1, Contractor Status Form.

***Required Forms***

* Submit a copy of your Small Business Certification
* Contractor Status Form (Attachment 1)
* Complete the “Small Business Preference Claim” section
* Bidder Declaration Form GSPD-05-105 (Attachment 4)

### *Certification*

A business must be formally certified by the Department of General Services, Office of Small Business and DVBE Services (OSDS), in order to receive the small/microbusiness preference.

***Non-Profit Veteran Service Agency***

Bidders that qualify as a Non-Profit Veteran Service Agency can be certified as a small business and are entitled to the same benefits as a small business.

***Definitions***

* *Small business* means a business certified by the Office of Small Business Disabled Veteran Services (OSDS) in which:

(1) It is independently owned and operated; and

(2) The principal office is located in California; and

(3) The officers of the business in the case of a corporation; officers and/or managers, or in the absence of officers and/or managers, all members in the case of a limited liability company; or the owner(s) in all other cases, are domiciled in California; and

(4) It is not dominant in its field of operation(s), and

(5) It is either:

(A) A business that, together with all affiliates, has 100 or fewer employees, and annual gross receipts of fourteen million dollars ($14,000,000) or less as averaged for the previous three tax years, as adjusted by the Department pursuant to Government Code § 14837(d)(3); or

(B) A manufacturer as defined herein that, together with all affiliates, has 100 or fewer employees.

* *Microbusiness* means a small business certified by OSDS, which meets all of the qualifying criteria as a small business, and is:

(1) A business that, together with all affiliates, has annual gross receipts of three million, five hundred thousand dollars ($3,500,000) or less as averaged for the previous three tax years, as adjusted by the Department pursuant to Government Code §14837(d)(3); or

(2) A manufacturer as defined herein that, together with all affiliates, has 25 or fewer employees.

* *Non-Profit Veteran Service Agency* means an entity that:
1. Is a community-based organization,
2. Is a nonprofit corporation (under Section 501(c)(3) of the [Internal Revenue Code](http://www.irs.gov/charities/charitable/article/0%2C%2Cid%3D96099%2C00.html)), and
3. Provides housing, substance abuse, case management, and employment training services (as its principal purpose) for:
	* Low-income veterans,
	* disabled veterans, or
	* homeless veterans
	* and their families

***Commercially Useful Function***

A certified small business or microbusiness shall provide goods or services that contribute to the fulfillment of the contract requirements by performing a “commercially useful function” defined as follows:

(1) The Contractor or Subcontractor is responsible for the execution of a distinct element of the work of the contract; carrying out its obligation by actually performing, managing or supervising the work involved; and performing work that is normal for its business services and functions;

(2) The Contractor or Subcontractor is not further subcontracting a greater portion of the work than would be expected by normal industry practices;

(3) The Contractor or Subcontractor is responsible, with respect to materials and supplies provided on the subcontract, for negotiating price, determining quality and quantity, ordering the material, installing (when applicable), and paying for the material itself;

(4) A Contractor or Subcontractor will not be considered as performing a commercially useful function if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to achieve the appearance of small business participation.

***Late Payment of Invoices***

Certified small/microbusinesses are entitled to greater interest penalties paid by the State for late payment of invoices than for non-certified small business/microbusiness.

***Small Business / Microbusiness Law***

* Government Code section 14835 et. seq.
* California Code of Regulations, Title 2 Section 1896 et. seq.

### Non-Small Business

***Preference***

The preference to a non-small business Bidder that commits to small business or microbusiness Subcontractor participation of twenty-five percent (25%) of its net Bid price will receive five percent (5%) preference points based on the highest responsible bidder's total score, if the highest scored proposal is submitted by a business other than a certified small business. A non-small business that qualifies for this preference may not take an award away from a certified small business.

***Required Forms***

* Submit a copy of the Subcontractor’s Small Business Certification
* Contractor Status Form (Attachment 1)
* Complete the “Small Business/Non-Small Business Preference Claim” section
* Bidder Declaration Form GSPD-05-105 (Attachment 4)

***Certification***

A Subcontractor business must be formally certified by the Department of General Services, Office of Small Business and DVBE Services (OSDS), in order to receive the Non-Small Business Preference.

***Non-Small Business Law***

* Government Code section 14838 (b)
* California Code of Regulations, Title 2 Section 1896 et. seq.

## California-Based Entities (CBE)

Projects that maximize the spending of CEC funds on California-Based Entities will receive a maximum of 5 preference points as indicated in the table below (see California-Based Entities section for more details).

Projects that meet these requirements will receive preference points as indicated below:

|  |  |
| --- | --- |
| **Percentage of Gas R&D Funds Allocated to CBEs** **up to $400,000**(derived from CBE Form Attachment 9)  | **Percentage of Possible Points**(maximum of 5 preference points)  |
| > 60% | 20% |
| > 70% | 40% |
| > 80% | 60% |
| > 90% | 80% |
| =100% | 100% |

***Required Form***

* California-Based Entity Form (Attachment 9), if applicable

## Target Area Contract Preference Act

**Note on TACPA:**

The following preference will be granted for this solicitation. Bidders wishing to take advantage of this preference will need to review the website https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-a-Target-Area-Contract-Preference and submit the appropriate response with their Bid.

* The TACPA program was established to stimulate economic growth and employment opportunities in designated Areas throughout the State of California. (GC4530)
* The TACPA program provides 5 to 9 percent preferences for a California business that is located in a qualified zone (GC §§ 4534, 4534.1, and 4535.2(a))
* The DGS, Procurement Division (PD), Dispute Resolution Unit (DRU) oversees the TACPA program and evaluates all TACPA applications.
* This solicitation contains (TACPA) preference request forms. Please carefully review the forms and requirements. Bidders are not required to apply for these preferences. Denial of the TACPA preference request is not a basis for rejection of the bid.
* The State as part of its evaluation process reserves the right to verify, validate, and clarify all information contained in the bid. This may include, but is not limited to, information from bidders, Subcontractors and any other sources available at the time of the bid evaluation. Bidder refusal to agree to and/or comply with these terms, or failure to provide additional supporting information at the State's request may result in denial of preference requested.
* Contracts awarded with applied preferences will be monitored throughout the life of the contract for compliance with statutory, regulatory, and contractual requirements. The State will take appropriate corrective action and apply sanctions as necessary to enforce preference programs.
* Any questions regarding the TACPA preference should be directed to the Department of General Services, Procurement Division at TACPA@dgs.ca.gov or (916) 375-4609.
* TACPA Preference Request ([STD 830 Document](https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std830.pdf))
* Bidder’s Summary of Contract Activities and Labor Hours:

[Bidder's Summary Document](https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/gspd0526.pdf)

Notes on Preferences

* Maximum preference for the small business or non-small business subcontracting preferences awarded on a single bid may not exceed $50,000. (Government Code § 4535.2; 2 CCR § 18968(e))
* Maximum preference a bidder may be awarded pursuant to small business and non-small business and any other provision of law shall be limited to 15 percent and may not exceed $100,000 even if 15% would be greater than $100,000. (Government Code § 4535.2; 2 CCR § 18968(e))

# VI. Administration

## RFP Defined

The competitive method used for this procurement of services is a Request for Proposal (RFP). A Proposal submitted in response to this RFP will be scored and ranked based on the Evaluation Criteria. Every Proposal must establish in writing the Bidder’s ability to perform the RFP tasks.

## Definition of Key Words

Important definitions for this RFP are presented below:

**Word/Term Definition**

Agreement The executed contract between the CEC and the Contractor.

PM Project Manager

WA Work Authorization

CBE California Based Entity

CPUC California Public Utilities Commission

ERDD Energy Research and Development Division

Bidder Respondent to this RFP

CAM Commission Agreement Manager

DGS Department of General Services

DVBE Disabled Veteran Business Enterprises

CEC California Energy Commission

Proposal Formal written response to this document from Bidder

RFP Request for Proposal, this entire document

State State of California

## Cost of Developing Proposal

The Bidder is responsible for the cost of developing a proposal, and this cost cannot be charged to the State.

## Software Application Development

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

* Microsoft ASP.NET framework (version 3.5 and up) Recommend 4.0
* Microsoft Internet Information Services (IIS), (version 6 and up) Recommend 7.5
* Visual Studio.NET (version 2008 and up) Recommend 2010
* C# Programming Language with Presentation (UI), Business Object and Data Layers
* SQL (Structured Query Language)
* Microsoft SQL Server 2008, Stored Procedures Recommend 2008 R2
* Microsoft SQL Reporting Services Recommend 2008 R2
* XML (external interfaces)

Any exceptions to the Electronic File Format requirements above must be approved in writing by the 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). Bidders shall not include printing services in their proposals.

## Confidential Information

The Commission will not accept or retain any Proposals that have any portion marked confidential.

## Darfur Contracting Act of 2008

Effective January 1, 2009, all solicitations must address the requirements of the Darfur Contracting Act of 2008 (Act). (Public Contract Code sections 10475, *et* *seq*.; Stats. 2008, Ch. 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 Public Contract Code section 10475.

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

Therefore, Public Contract Code section 10478 (a) requires a company that currently has (or within the previous three 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 proposal to a state agency. (See # 1 on Attachment 2)

A scrutinized company may still, however, submit a bid or proposal for a contract with a state agency for goods or services if the company first obtains permission from DGS according to the criteria set forth in Public Contract Code section 10477(b). **(See # 2 on Attachment 2)**

## Iran Contracting Act of 2010

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of $1,000,000 or more, a vendor must either:

a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by DGS pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; **(See Option #1 on Attachment 10)**

b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).
**(See Option #2 on Attachment 10)**

(The Iran Act above only applies to solicitations for $1 million or more.)

**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 11.**

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

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 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, Applicant represents that it is not a target of Economic Sanctions. Should the State determine Applicant is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Applicant’s bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

## RFP Cancellation and Amendments

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

* Cancel this RFP;
* Amend this RFP as needed; or
* Reject any or all Proposals received in response to this RFP

If the RFP is amended, the CEC will send an addendum to all parties who requested the RFP and will also post it on the CEC’s Web Site ([CEC Website](http://www.energy.ca.gov/)) and DGS’s Web Site([DGS Website](https://www.caleprocure.ca.gov/pages/index.aspx)).

## Errors

If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the Bidder shall immediately notify the Commission of such error in writing and request modification or clarification of the document. Modifications or clarifications will be given by written notice of all parties who requested the RFP, without divulging the source of the request for clarification. The Commission shall not be responsible for failure to correct errors.

## Modifying or Withdrawal of Proposal

A Bidder may, by email to the Contact Person at the CEC, withdraw or modify a submitted Proposal before the deadline to submit proposals. Proposals cannot be changed after that date and time. A Proposal cannot be “timed” to expire on a specific date. For example, a statement such as the following is non-responsive to the RFP: “This proposal and the cost estimate are valid for 60 days.”

## Immaterial Defect

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

## Disposition of Bidder’s Documents

On the Notice of Proposed Award posting date all proposals and related material submitted in response to this RFP become State property and public record. Bidders who want any work examples they submitted with their proposals returned to them shall make this request and provide either sufficient postage, or a Courier Charge Code to fund the cost of returning the examples.

## Bidders’ Admonishment

This RFP contains the instructions governing the requirements for a firm quotation to be submitted by interested Bidders, the format in which the technical information is to be submitted, the material to be included, the requirements which must be met to be eligible for consideration, and Bidder responsibilities. Bidders must take the responsibility to carefully read the entire RFP, 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 RFP are followed and appropriately addressed, and carefully reread the entire RFP before submitting a proposal.

## Grounds to Reject a Proposal

**A Proposal shall be rejected if:**

* It is received after the exact time and date set for receipt of Proposal’s pursuant to Public Contract Code, Section 10344.
* It is considered non-responsive to the California Disabled Veteran Business Enterprise (DVBE) participation requirements.
* Bidder is currently suspended for violating DVBE law or Proposal includes a Subcontractor currently suspended for violating DVBE law. Military & Veterans Code Section 999.9(g)
* It is lacking a properly executed Certification Clauses.
* It is lacking a properly executed Darfur Contracting Act Form.
* It is lacking a properly executed Iran Contracting Act Form.
* It is lacking a properly executed California Civil Rights Law Certification Form. It contains false or intentionally misleading statements or references which do not support an attribute or condition contended by the Bidder.
* The Proposal is intended to erroneously and fallaciously mislead the State in its evaluation of the Proposal and the attribute, condition, or capability is a requirement of this RFP.
* There is a conflict of interest as contained in Public Contract Code Sections 10410-10412 and/or 10365.5.
* It contains confidential information, or it contains any portion marked confidential.
* The Bidder does not agree to the terms and conditions as attached to the solicitation either by not signing the Contractor Status Form or by stating anywhere in the bid that acceptance is based on modifications to those terms and conditions or separate terms and conditions.

**A Proposal may be rejected if:**

* It is not prepared in the mandatory format described in Section III.
* The firm or individual has submitted multiple proposals for each task.
* It does not literally comply or contains caveats that conflict with the RFP and the variation or deviation is not material, or it is otherwise non-responsive.
* The bidder has previously completed a PIER or EPIC agreement, received the PIER or EPIC Royalty Review letter, which the Commission 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.
* The budget forms are not filled out completely or not submitted in MS Excel format.

## Protest Procedures

A Bidder may file a protest against the proposed awarding of a contract. Once a protest has been filed, contracts will not be awarded until either the protest is withdrawn, or the Commission cancels the RFP, or the Department of General Services decides the matter.

Please note the following:

* Protests are limited to the grounds contained in the California Public Contract Code Section 10345.
* During the five **working** days that the Notice of Proposed Award (NOPA) is posted, protests must be filed with the DGS Legal Office at https://www.dgs.ca.gov/OLS, and the Commission Contracts Office.
* Within five **calendar** days after filing the protest, the protesting Bidder must file with the DGS Legal Office and the Commission Contracts Office a full and complete written statement specifying the grounds for the protest.
* If the protest is not withdrawn or the solicitation is not canceled, DGS will decide the matter. There may be a formal hearing conducted by a DGS hearing officer or there may be briefs prepared by the Bidder and the Commission for the DGS hearing officer consideration.

## Agreement Requirements

The content of this RFP shall be incorporated by reference into the final Agreement. See the sample Agreement terms and conditions included in this RFP.

### No Agreement Until Signed & Approved

No agreement between the CEC and the successful Bidder is in effect until the Agreement is signed by the Contractor, approved at a Commission Business Meeting, and approved by the Department of General Services, if required.

### Agreement Amendment

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

1. **Pacific Standard Time or Pacific Daylight Time, whichever is being observed.** [↑](#footnote-ref-2)
2. Title 14 CCR Appendix G -Environmental Checklist Form https://govt.westlaw.com/calregs/Document/I8EA91DA75B4D11EC976B000D3A7C4BC3?viewType=FullText&originationContext=documenttoc&transitionType=CategoryPageItem&contextData=(sc.Default) [↑](#footnote-ref-3)