**REQUEST FOR PROPOSALS**

**Building Energy Performance Strategy Report & Benchmarking Support**



**RFP-24-401**

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

State of California

California Energy Commission

**August 2024**

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# Attachments

|  |  |
| --- | --- |
| **Attachment Number** | **attachment TITLE** |
| 1 | Contractor Status Form |
| 2 | Darfur Contracting Act Form |
| 3 | DVBE Declarations Form (Std. 843) |
| 4 | Bidder Declaration Form (GSPD-05-105) |
| 5 | Contractor Certification Clauses |
| 6 | Client References |
| 7 | Budget Forms |
| 8 | Sample Standard Agreement (informational, this attachment is not required in Proposals) |
| 9 | Iran Contracting Act Form |
| 10 | California Civil Rights Laws Certification Form |
| 11 | GenAI Reporting & Factsheet Form |

# I. INTRODUCTION

## Purpose of this RFP

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

For purposes of this solicitation, the “Bidder” is an entity that submits a Proposal, and an “Agreement” is the executed contract between the CEC and the Contractor. The “Contractor” is the Bidder awarded an Agreement from the CEC resulting from this solicitation and must perform the tasks as specified in Section II (Scope of Work and Deliverables) 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.

**Times listed are Pacific Standard Time or Pacific Daylight Time, whichever is being observed.**

| **ActivitY** | **Action Date1** |
| --- | --- |
| RFP Release | August 20, 2024 |
| **Deadline for Written Questions** **by 5:00 p.m. \*** | September 4, 2024 |
| Pre-Bid Conference\* | September 4, 2024 |
| Distribute Questions/Answers and Addenda (if any) | September 18, 2024 |
| **Deadline to Submit Proposals by 11:59 p.m. \*** | October 1, 2024 |
| Clarification Interviews (if necessary) | October 15, 2024 |
| Notice of Proposed Award | October 22, 2024 |
| CEC Business Meeting | December 11, 2024 |
| Contract Start Date | January 1, 2025 |
| Contract End Date | December 31, 2026 |

## Available Funding and How Award is Determined

There is a maximum of $9,000,000 available to fund the twenty-four (24) month Agreement resulting from this RFP. This is an hourly rate plus cost reimbursement contract and the award will be made to the responsible Bidder receiving the highest points.

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 contracts. In this event, the Contractor and CAM shall meet and reach an agreement on a reduced Scope of Work (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. Private sector entities must agree to use the attached standard Terms and Conditions (Attachment 8). The University of California, California State University, or United States Department of Energy (DOE) National Laboratories must use either the standard or pre-negotiated Terms and Conditions on the [Department of General Services Office of Legal Services (DGS-OLS) website](http://www.dgs.ca.gov/OLS/Resources) at (http://www.dgs.ca.gov/OLS/Resources). 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 (SOS) prior to its project being recommended for approval at a CEC business meeting. If not currently registered with the SOS, applicants are encouraged to contact the SOS as soon as possible to avoid potential delays in beginning the proposed project(s) (should the Proposal be successful).

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

## 

## Pre-Bid Conference

There will be one (1) Pre-Bid Conference. Participation in this meeting is optional but encouraged. The Pre-Bid Conference will be held remotely through Zoom at the date, time, and location listed below.

**Date:** Wednesday, September 4, 2024

**Time:** 9:00 a.m. – 10:30 a.m.

(Pacific Standard Time or Pacific Daylight Time,

whichever is being observed)

**Remote Access Only via Zoom**

Please contact the Commission Agreement Officer (CAO) listed on the next page or refer to the [CEC's Solicitations website](https://www.energy.ca.gov/funding-opportunities/solicitations) at (https://www.energy.ca.gov/funding-opportunities/solicitations) to confirm the date and time.

**Zoom Instructions:**

Zoom is the CEC's online meeting service. When attending remotely, presentations will appear on your computer/laptop/mobile device screen, and audio may be heard via the device or telephone. Please be aware that the Zoom meeting will be recorded and posted to the CEC website.

To join the Pre-Bid Conference, go to the [Zoom Meeting Link](https://energy.zoom.us/webinar/register/WN_CQzyeB-iQU6RxXf8n3BSTA), which is located at (https://energy.zoom.us/webinar/register/WN\_CQzyeB-iQU6RxXf8n3BSTA). **Participants must register to attend. After registering, you will receive a confirmation email containing information about joining the meeting.** You may also access the conference by going to the [Zoom website](https://zoom.us/join), which is located at (https://zoom.us/join) and enter the unique meeting ID and password below.

**Meeting ID:** 891 8077 5331

**Meeting Password:** 765250

**Topic:** Building Energy Performance Strategy Report &

Benchmarking Support Pre-Bid Conference

**Telephone Access Only:**

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

**Access by Mobile Device:**

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

**Technical Support:**

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

## Questions

During the RFP process, questions of clarification about this RFP must be directed to the CAO listed in the following Contact Information section. Potential Bidders shall carefully examine the qualifications and specifications of this RFP. 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 p.m. on the date indicated in the Key Activities and Dates section.**

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

Any verbal communication with a CEC employee concerning this 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 and listed below. **Please make sure to include the solicitation number RFP-24-401 in the subject line of all electronic mail.**

## Contact Information

Diana Grady, Commission Agreement Officer

California Energy Commission

715 P Street, 3rd Floor, MS-18

Sacramento, California 95814

Telephone: (916) 510-6553

Email: diana.grady@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 documents:

* [Assembly Bill 802 (Williams, Chapter 590, Statutes of 2015) (AB 802)](https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=201520160AB802) located at (https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill\_id=201520160AB802).
* [California Benchmarking Regulations](https://efiling.energy.ca.gov/GetDocument.aspx?tn=222916) located for download at (https://efiling.energy.ca.gov/GetDocument.aspx?tn=222916).
* [California Building Energy Benchmarking Program website](https://www.energy.ca.gov/programs-and-topics/programs/building-energy-benchmarking-program) located at (https://www.energy.ca.gov/programs-and-topics/programs/building-energy-benchmarking-program).
* [California Building Energy Performance Strategy Report website](https://www.energy.ca.gov/data-reports/reports/california-building-energy-performance-strategy-report) located at (https://www.energy.ca.gov/data-reports/reports/california-building-energy-performance-strategy-report).
* [Request for Information and Input on the California Building Energy Performance Strategy Report](https://efiling.energy.ca.gov/GetDocument.aspx?tn=256467) located for download at (https://efiling.energy.ca.gov/GetDocument.aspx?tn=256467).
* [SB 48](https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill_id=202320240SB48) located at (https://leginfo.legislature.ca.gov/faces/billNavClient.xhtml?bill\_id=202320240SB48).
* [Style Manual and Templates for Consultant Reports](http://www.energy.ca.gov/contracts/consultant_reports/index.html) located at (https://www.energy.ca.gov/funding-opportunities/funding-resources/formatting-reports-and-writing-style-consultants-california).

# II. SCOPE OF WORK and deliverables

## About This Section

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

## Purpose

The purpose of this Agreement is for an experienced Contractor team to provide technical support services for both the existing CEC Benchmarking Program and the implementation proceeding in SB 48. Benchmarking Program support will focus on process and compliance improvements, while SB 48 implementation support will focus on both stakeholder engagement and practical demonstration analyses of real building performance.

## Background/Problem Statement

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

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

The California Air Resources Board (CARB) has authority under Assembly Bill 32 (Núñez, Chapter 488, Statutes of 2006) and subsequent related legislation to regulate GHG emissions. State law makes CARB the lead agency for developing the State Implementation Plan and approving air quality management plans developed by regional air districts based on relevant air quality authorities. In 2015, Senate Bill 350 (De León, Chapter 547, Statutes of 2015) added requirements for a comprehensive program to double the State’s building energy efficiency savings by 2030 and introduced an emphasis on emissions reduction in the electricity sector through integrated resource planning. Further, an array of State affordable housing finance programs and local government powers over safety, land use, and utility concession help advance building decarbonization.

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

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

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

To implement SB 48, the CEC plans to undertake a comprehensive process including a series of public workshops and meetings to engage a range of stakeholders and provide opportunities for both interactive and written comments. CEC will produce at least one (1) draft report and consider additional stakeholder input and feedback to generate a final version. The final report is required to be adopted by the CEC on or before July 1, 2026, and then submitted to the Legislature on or before August 1, 2026, along with “…recommendations for further legislative action that would help achieve the objectives…” [see PRC 25402.16(f)(1)].

## Goals and Objectives of the Agreement

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

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

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

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

## Acronyms/Glossary

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

| **AcronymS & TERMS** | **Definition** |
| --- | --- |
| CAM | Commission Agreement Manager, which is the CEC staff person who manages and oversees agreements after execution |
| CAO | Commission Agreement Officer, which is the CEC staff person from the Contracts, Grants, and Loans Office who oversees solicitations and the preparation of agreements before execution |
| CARB | California Air Resources Board |
| CEC | California Energy Commission |
| CPUC | California Public Utilities Commission |
| DVBE | Disabled Veteran Business Enterprise |
| GHG | Greenhouse Gas |
| HCD | Housing and Community Development |
| ISPP | Information Security Program Plan |
| MS | Microsoft |
| NDA | Non-Disclosure Agreement |
| PDF | Adobe Portable Document Format |
| PM | Program Manager |
| PRC | Public Resources Code |
| SAM | State Administrative Manual |
| SB 48 | Senate Bill 48 (Becker, Chapter 378, Statues of 2023) |
| SOW | Scope of Work |
| State | State of California |

## No Work Guarantee

The CEC does not guarantee any minimum or maximum amount of work to the prime Contractor or any Subcontractor under the Agreement.

## Incidental Services

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

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

## Draft and Final Deliverables/Reports

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

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

The CEC typically requires the submission of products in an electronic format. If a hard copy deliverable is required, each final hard copy deliverable shall be delivered as one (1) original, reproducible, 8 ½” by 11”, camera-ready master in black ink, unless otherwise directed by the CAM or designated technical project contact. Illustrations and graphs shall be sized to fit an 8 ½” by 11” page and readable if printed in black and white.

## Electronic File Format

The Contractor shall submit all required data and documents as products under this Agreement in an electronic file format that is fully editable and compatible with the CEC’s software and Microsoft (MS) operating computing platforms, or with any other format approved by the CAM.

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

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

## Primary Tasks

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

| **Task #** | **Task NAME** |
| --- | --- |
| 1 | Agreement Management |
| 2 | Building Performance Strategy Stakeholder Outreach and Engagement |
| 3 | California Building Performance and Decarbonization Field Study |
| 4 | Assess the Benchmarking Program and Develop a Roadmap for Benchmarking Program Compliance Improvements |
| 5 | Assess Benchmarking Data Quality and Recommend Methods for Improving Benchmarking Data Quality |
| 6 | Improve Benchmarking Program Outreach and Engagement Strategies |
| 7 | Contingencies and Additional Topic Areas for the Benchmarking Program and SB 48 Implementation Proceeding |

**Task 1: Agreement Management**

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

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

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

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

**Subtask 1.1: Kick-Off Meeting**

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

**The Contractor shall:**

* Attend a “kick-off” meeting with the CAM, designated technical project contact, and other appropriate CEC staff. The CAM will designate the specific location. The Contractor shall include its PM, Contracts Administrator, Accounting Officer, and others designated by the CAM in this meeting. The administrative and technical aspects of this Agreement will be discussed at the meeting.
* If necessary, prepare an updated Schedule of Deliverables based on the decisions made in the kick-off meeting.
* Provide an Information Security Program Plan (ISPP) for CEC review and approval, as well as submit a signed ISPP Attestation Form confirming that Contractor has an ISPP that meets the minimum requirements as stated in State Administrative Manual (SAM) 5300 and any other applicable law.
* Submit signed Non-Disclosure Agreement (NDA) Forms from Contractor and Subcontractor employees prior to the sharing of confidential information with the employees.
* Ensure that all individuals employed by Contractor or a Subcontractor who will have access to confidential information take an annual security awareness training and submit the Employee Security Awareness Training Certificates to the CAM. Contractor and Subcontractors shall not invoice for the time spent attending security awareness training.
* If necessary, provide the information necessary for the CAM to complete a Form 805 identifying any individuals designated as consultants. Note that individuals designated as consultants under this contract must file a Form 700. The Contractor and Subcontractors shall not invoice for the time spent filing the Form 700. For additional information, see the Sample Standard Agreement (Attachment 8) Terms and Conditions.

**The CAM shall:**

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

**Contractor Subtask Deliverables:**

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

**Subtask 1.2: Program Meetings and Briefings**

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

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

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

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

**Contractor Subtask Deliverables:**

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

**Subtask 1.3: Invoices**

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

**The Contractor shall:**

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

**The CAM shall:**

* Provide the format for the invoices.

**Contractor Subtask Deliverables:**

* Monthly invoices

**Subtask 1.4: Progress Reports**

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

**The Contractor shall:**

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

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

**The CAM shall:**

* Provide the format for the progress reports.

**Contractor Subtask Deliverables**:

* Monthly progress reports

**Subtask 1.5: Manage Subcontractors**

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

**The Contractor shall:**

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

**Subtask 1.6: Final Meeting**

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

**The Contractor shall:**

* Meet with CEC staff prior to the term end date of this Agreement. The CAM will designate the specific location. At the discretion of the CAM, meetings, briefings, and discussions may be held via conference call, MS Teams, or Zoom. The CAM and Contractor PM will attend this meeting. The CAM will determine any additional appropriate meeting participants. The administrative and technical aspects of Agreement closeout will be discussed at the meeting.
* Present findings, conclusions, and recommended next steps (if any) for the Agreement.
* Prepare a written document of meeting agreements and unresolved activities.

1. Prepare a schedule for completing the closeout activities for this Agreement, based on determinations made within the meeting.
2. Submit attestation that confidential information was destroyed at Agreement end (or when work is complete).

**Contractor Subtask Deliverables:**

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

**Task 2: Building Performance Strategy Stakeholder Outreach and Engagement**

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

**The Contractor shall:**

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

**Contractor Task Deliverables:**

* Revised Stakeholder Contact List
* Outreach Assessment Plan and Schedule
* Outreach Assessment Report
* Stakeholder Engagement Facilitation Plan and Schedule for the Draft California Building Energy Performance Strategy Report

**Task 3: California Building Performance and Decarbonization Field Study**

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

**The Contractor shall:**

* Identify at least one (1) representative covered building in each of the following four (4) categories as example that will be the subject of data collection and analysis to demonstrate a building performance compliance path. Covered buildings are subject to the benchmarking requirements.
  + - Multifamily
    - Office
    - Retail
    - Supermarket
* Submit descriptions and justifications of the example buildings identified for each of the four (4) categories to CEC staff for approval. At a minimum, include the following in the descriptions:
  + - Climate Zone
    - Utility Territory
* Obtain written approval from each of the four (4) (minimum) identified building owners to collect data from the building and use the building as a public example.
* Develop a Model Compliance Plan for each building that demonstrates successful retrofit to zero carbon by 2045.
  + - Gather onsite data to characterize the present conditions of each building.
    - Meet with CEC staff to present the proposed plan for each building.
    - Obtain comments from CEC staff and revise the plans as necessary.
* Describe each Model Compliance Plan in a summary report, including alternatives to address potential difficulties.
  + - Summarize each proposed Model Compliance Plan and analysis of each building in a document (1-2 pages) intended to educate building owners and policy makers.
    - Obtain comments from CEC staff and revise the summary reports as necessary.

**Contractor Task Deliverables:**

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

**Task 4: Assess The Benchmarking Program and Develop a Roadmap for Benchmarking Program Compliance Improvements**

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

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

**The Contractor shall:**

* Identify barriers to successful completion of benchmarking reports. This assessment should identify and include root cause analyses of issues that benchmarking submitters face while performing their benchmarking reports and should consider all stakeholders involved in the benchmarking process.
* Evaluate the activities and compliance rates of other Benchmarking Programs to identify their program status. Identify and document the activities that each jurisdiction has performed to increase their compliance and include a percentage of increase that each activity yielded. Provide lessons learned and best practices from each jurisdiction. Consider the maximum achieved compliance reporting rate and what mechanisms were used to improve the rate.
* Develop a roadmap of implementable recommendations that can be performed by CEC staff and include estimated compliance improvement percentages for each recommendation. This roadmap should consider additions or modifications to CEC regulatory language and recommendations for how to implement enforcement of CEC regulations.
* Obtain comments from CEC staff and revise analysis report and road map as necessary.

**Contractor Task Deliverables:**

* Analysis Report and Road Map for Benchmarking Program Compliance Improvements

**Task 5: Assess Benchmarking Data Quality and Recommend Methods for Improving Benchmarking Data Quality**

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

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

**The Contractor shall:**

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

**Contractor Task Deliverables:**

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

**Task 6: Improve Benchmarking Program Outreach and Engagement Strategies**

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

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

**The Contractor shall:**

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

**Contractor Task Deliverables:**

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

**Task 7: Contingencies and Additional Topic Areas for the Benchmarking Program and SB 48 Implementation Proceeding**

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

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

## Agreement Deliverables

| **Task #** | **DELIVERABLES** | **DUE DATES** |
| --- | --- | --- |
| **1** | **Agreement Management** |  |
| **1.1** | **Kick-Off Meeting** |  |
|  | An updated schedule of deliverables (if applicable) | Five (5) business days after the  Kick-Off Meeting |
|  | ISPP and signed ISPP Attestation Form | Thirty (30) calendar days after the  Kick-Off Meeting |
|  | Signed NDAs from Contractor and Subcontractor  employees | Thirty (30) calendar days after the  Kick-Off Meeting |
|  | Employee Security Awareness Training Certificates | Thirty (30) calendar days after the  Kick-Off Meeting |
|  | Form 700 (for individuals designated as consultants) | Thirty (30) calendar days after the  Kick-Off Meeting |
| **1.2** | **Program Meetings and Briefings** |  |
|  | Meeting notes to capture issues, action items, and feedback | As needed |
| **1.3** | **Invoices** |  |
|  | Invoices | Monthly |
| **1.4** | **Progress Reports** |  |
|  | Progress reports | Monthly |
| **1.6** | **Final Meeting** |  |
|  | Written documentation of meeting agreements and unresolved activities | Five (5) business days after the  Final Meeting |
| **1.6** | **Final Meeting** |  |
|  | Schedule for completing closeout activities | Five (5) business days after the  Final Meeting |
|  | Findings, conclusions, and recommendations | Ten (10) business days after the  Final Meeting |
|  | Attestation that confidential information was destroyed at Agreement end (or when work is complete) | Agreement end date |
| **2** | **Building Performance Strategy Stakeholder Outreach and Engagement** |  |
|  | Revised Stakeholder Contact List | Agreement  start date + 40 business days |
|  | Outreach Assessment Plan and Schedule | Agreement  start date + 60 business days |
|  | Outreach Assessment Report | Agreement  start date + 60 business days |
|  | Stakeholder Engagement Facilitation Plan and Schedule for the Draft California Building Energy Performance Strategy Report | Agreement  start date + 100 business days |
| **3** | **California Building Performance and Decarbonization Field Study** |  |
|  | Descriptions and justifications of example buildings identified for each of the four (4) categories | Agreement  start date + 60 business days |

|  |  |  |
| --- | --- | --- |
| **Task #** | **DELIVERABLES** | **DUE DATES** |
| **3** | **California Building Performance and Decarbonization Field Study** |  |
|  | Written approval from each of the four (4) (minimum) identified building owners | Agreement  start date + 80 business days |
|  | Model Compliance Plan for each of the four (4) (minimum) identified buildings | Agreement  start date + 120 business days |
|  | Summary Model Compliance Plan for each of the four (4) (minimum) identified buildings | Agreement  start date + 120 business days |
| **4** | **Assess the Benchmarking Program and Develop a Roadmap for Benchmarking Program Compliance Improvements** |  |
|  | Analysis Report and Road Map for Benchmarking Program Compliance Improvements | Agreement  start date + 180 business days |
| **5** | **Assess Benchmarking Program Data Quality and Recommend Methods for Improving Benchmarking Program Data Quality** |  |
|  | Technical Report for the Analysis of Benchmarking Data and Recommendations | Agreement  start date + 180 business days |
|  | Python scripts used to perform analysis of benchmarking data | Agreement  start date + 180 business days |
| **Task #** | **DELIVERABLES** | **DUE DATES** |
| **6** | **Improve Benchmarking Program Outreach and Engagement Strategies** |  |
|  | Excel workbook with two (2) worksheets   * One (1) worksheet to list contact information * One (1) worksheet to list single and recurring meeting opportunities | Agreement  start date + 200 business days |

# III. Proposal Format, Required Documents, and Delivery

## About This Section

This section contains the format requirements and instructions on how to submit a Proposal in response to this RFP. The format is prescribed to assist the Bidder in meeting State bidding requirements and to enable the CEC 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.

## Method for Delivery

Bidders must submit the Proposal (Sections 1 and 2).

The method of delivery for this solicitation is the CEC’s [Grant Solicitation System](https://gss.energy.ca.gov/) (GSS), located at (https://gss.energy.ca.gov/). This online tool allows applicants to submit their electronic documents to the CEC prior to the date and time specified in this solicitation. Electronic files must be in MS 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) must be in Excel format.

The deadline to submit applications through the CEC’s GSS is 11:59 p.m. The GSS system automatically closes at 11:59 p.m. If the full submittal process has not been completed before 11:59 p.m., your application will not be considered. NO EXCEPTIONS will be entertained.

**The system will not allow electronic documents to be submitted after the Proposal due date and time. To avoid file size limitations, please submit each document as a separate file and do not combine multiple documents.**

The CEC strongly encourages Applicants to upload and submit all applications by 5:00 p.m. because CEC staff will not be available after 5:00 p.m. or on weekends to assist with the upload process. And please note that while we endeavor to assist all would be Applicants, we cannot guarantee staff will be available for in-person consultation on the due date, so please plan accordingly.

Please give yourself ample time to complete all steps of the submission process: do not wait until right before the deadline to begin the process. Due to factors outside the CEC’s control and unrelated to the GSS system, upload times may be much longer than expected. For example, some past Applicants experienced unexpected issues on their end, causing long delays that prevented timely submission. They spent significant time and resources on applications the CEC will not consider. Please plan accordingly. For instructions on how to apply using the GSS system, please see the ["How to Apply" document](https://www.energy.ca.gov/media/1654) available on the CEC website at (https://www.energy.ca.gov/media/1654).

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

Hard copies or submissions via email or fax will not be accepted for this solicitation.

## Organize Your Proposal as Follows:

### SECTION 1, Administrative Response

|  |
| --- |
| Cover Letter |
| Table of Contents |
| Contractor Status Form (Attachment 1) |
| Darfur Contracting Act Form (Attachment 2) |
| Small Business Certification (Only if applicable) |
| DVBE Declarations Form (Std. 843) (Attachment 3) |
| Bidder Declaration Form (GSPD-05-105) (Attachment 4) |
| Contractor Certification Clauses (Attachment 5) |
| Target Area Contract Preference Act Forms (Only if applicable) |
| Iran Contracting Act Form (Attachment 9) |
| Civil Rights Law Certification (Attachment 10) |
| GenAI Reporting & Factsheet Form (Attachment 11) |

### SECTION 2, Technical and Cost Proposal

|  |
| --- |
| Approach to Tasks in the SOW |
| Organizational Structure |
| Relevant Experience and Qualifications |
| Labor Hours by Personnel and Task |
| Client References (Attachment 6) |
| Previous Work Products |
| Budget Forms (Attachment 7 – See item G below) |

1. **Approach to Tasks in SOW**

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

1. Agreement Management
2. Building Performance Strategy Stakeholder Outreach and Engagement
3. California Building Performance and Decarbonization Field Study
4. Assess the Benchmarking Program and Develop a Roadmap for Benchmarking Program Compliance Improvements
5. Assess Benchmarking Program Data Quality and Recommend Methods for Improving Benchmarking Program Data Quality
6. Improve Benchmarking Program Outreach and Engagement Strategies
7. Contingencies and Additional Topic Areas for the Benchmarking Program and SB 48 Implementation Proceeding
8. **Organizational Structure**
9. Describe the organizational structure of the Bidder, including providing an organizational chart of the entire contract team.
10. Explain how the Bidder will ensure sufficient time and attention is spent by an experienced and qualified dedicated staff person on the administrative task for this Agreement (Task 1: Agreement Management).
11. Identify the locations of the Bidder’s and Subcontractor’s headquarters and/or satellite office(s) and proposed methods of minimizing costs to the State.
    1. In-State Travel Costs: What policy will the Bidder adopt as related to team member time charges when the team member is traveling and/or not working actively on the Agreement?
    2. Out-of-State Travel Costs: It is the CEC’s intent to reimburse Contractor costs for airfare within California. If the Bidder and/or team members are located out-of-state, will the Bidder and/or team members establish an office in California and/or initiate all travel and related time charges from this California office, and not the out-of-state office? The CEC is interested in reimbursing for active time spent working on this Agreement, not travel.
12. Provide a short description of each Subcontractor and key members of the team. Describe the relationship between the Bidder and Subcontractors on your team. Indicate any history of a working relationship between the team members noting any significant stories.
13. Identify and provide details on any professional awards.
14. Describe the organization, composition, and functions to be performed by staff members of the Bidder and any Subcontractors and how the staff is qualified to carry out the tasks in this Agreement.
15. Explain the Bidder’s ability to recruit additional Subcontractors effectively and efficiently in response to CEC direction.
16. Describe the Bidder’s ability to pay Subcontractors on a timely basis (ahead of receiving payment from the State).
17. Explain how the Bidder will clearly differentiate the work and deliverables for this Agreement from other contracts with entities supporting the CEC.
18. The Bidder and Subcontractors must identify any actual or potential conflicts of interest that might impact its ability to perform the proposed project and describe actions that would be taken to avoid or mitigate the conflicts. For example, if an individual participated as a consultant as defined under the Political Reform Act (Government Code (GC) section 81000 et seq.) in a CEC agreement that is related to the work under the proposed project, the individual might be prohibited from participating in the proposed project. In that circumstance, the individual and the current CEC agreement should be identified, and the applicant should propose actions it would take to ensure the project would be successful if the individual is in fact prohibited from participating in the project.
19. **Relevant Experience and Qualifications**
20. Bidder Only:
21. Explain the Bidder’s approach to the contract management and administration of this Agreement. Identify the contract management team members.
22. Describe the qualifications of the Bidder, and the planned approach to effectively provide direction, motivation, and vision to the team; to provide quality assurance for each team member’s performance; and to minimize turnover and provide a stable professional team, including the ability to quickly add and train new team members as needed.
23. Describe the ability to organize and manage a team of technical experts to effectively complete SOW tasks and deliverables in a timely manner.
24. Team Members including Bidder:
25. Document the project team’s qualifications as they apply to performing the tasks described in the SOW. Describe the nature and scope of recently completed work as it relates to the SOW.
26. Identify and list all the Bidder’s staff and Subcontractors (all team members) who will be committed to the tasks and describe their roles and responsibilities.
27. Provide a current resume for all team members listed, including job classification and description, relevant experience, start and end dates (month and year), education, academic degrees, and professional licenses.
28. Identify the percentage of time each team member will be available throughout the Agreement.
29. Identify each team member’s level of effort (hours) for each task, including subcontractor hours.
30. Describe each team member’s familiarity with the technical expertise in performing pertinent tasks identified in the SOW.
31. **Labor Hours by Personnel and Task**

Provide the title or classification of each person and their level of effort (hours) for each task, including subcontractor hours.

1. **Client References**

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

1. **Previous Work Products**

The Bidder shall provide at least one (1) example of a similar work product for the services to be provided under this Agreement. If Subcontractors will be providing technical support in a task area, each Subcontractor shall also submit one (1) example work product that demonstrates experience in potential work assignments described in this RFP.

Web links are preferred, but one (1) electronic copy of each product may be submitted. **Please do not provide any confidential information.**

1. **Budget Forms**

The Bidder must submit information on all budget forms bulleted below and this will be deemed the equivalent of a formal Cost Proposal. Detailed instructions for completing these forms are included at the beginning of Attachment 7.

* Category Budget (Attachment 7)
* Direct Labor (Attachment 7)
* Fringe Benefits (Attachment 7)
* Travel (Attachment 7)
* Equipment (Attachment 7)
* Materials & Miscellaneous (Attachment 7)
* Subcontracts (Attachment 7)
* Indirect Costs and Profit (Attachment 7)
* Loaded Hourly Rate Calculation (Attachment 7a)
* Total Expected Labor Cost (Attachment 7b)

Rates and personnel shown must reflect rates and personnel you would charge if you were chosen as the Contractor for this RFP. Bidder must include all anticipated people who will provide service on the Agreement. The CEC may consider adding a new person the Bidder did not include in its Proposal. However, because the additional person might affect the Bidder's score or take additional time that the CEC does not have or does not want to spend, the CEC reserves the right to do any of the following, along with any other existing rights:

* Assess how the new person might affect the Bidder’s score, including possibly rescoring the Proposal.
* Refuse to add the new person.
* Add the new person.

Bidders are cautioned to include all team members in their Proposal. The CEC does not want to be in the position of assessing additional persons after posting the Notice of Proposed Award.

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 in response to this RFP are considered capped and shall not change during the contract term. The Contractor shall only be reimbursed for their actual rates up to these rate caps. The labor rates 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 final contract prepared with the winning Bidder.

**NOTE:** The information provided in these forms will not be kept confidential.

**Loaded Hourly Rate Calculation (Attachment 7a)**

This attachment will be used for the purposes of calculating the average hourly rate score under cost criterion F, located in the Evaluation Criteria Worksheet. The loaded hourly rate is defined as direct labor, fringe benefits, non-labor rates (overhead, general, and administrative, etc., as applicable), and profit (if applicable).

1. Use one (1) form for the Bidder (Contractor) and one (1) for each Subcontractor. Insert your company or organization name at the top of the form.
2. For each staff person from this company or organization that will be directly billed to this Agreement:

* Provide the job classification or title.
* Insert the unloaded hourly rates in the direct labor column. You must use the rates provided for your company or organization when calculating the loaded hourly rates. Follow the instructions on the form, Loaded Hourly Rate Calculation, in Attachment 7a.

# 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 or staff of other California State entities.

The Proposals will be evaluated in two (2) stages:

### Stage One: Administrative and Completeness Screening

The CEC’s Contracts Office will review Proposals for compliance with administrative requirements and completeness. Proposals that fail the Stage One: Administrative and Completeness Screening shall be disqualified and eliminated from further evaluation.

**SCREENING CRITERIA FOR HANDLING OF CEC (OR A THIRD PARTY) CONFIDENTIAL INFORMATION**

This solicitation anticipates that Contractor may receive Confidential Information or Personal Information from the CEC (or a third party) or be required to handle Confidential Information or Personal Information belonging to someone other than the Contractor. Because of the need for security in handling this Confidential Information and Personal Information, the CEC will screen applicants based on their existing security processes. Bidder’s responses will be evaluated in the Stage One: Administrative and Completeness Screening.

For more information on confidentiality and security requirements, the Agreement will include special Terms and Conditions for Confidential Information and Personal Information. See the Sample Standard Agreement (Attachment 8) Terms and Conditions for definitions and specific agreement terms.

For the Bidder and all Subcontractors, the Bidder shall answer the following questions. Only answer these questions for the Bidder and any other entity related to the Agreement that will be given access to Confidential Information or Personal Information.

Any “no” answer means Bidder will be screened out in Stage One: Administrative and Completeness Screening and disqualified from further participation in the solicitation.

Bidder must answer yes/no for each question in the Contractor Status Form (Attachment 1). Bidder self certifies the answer. Bidder does not need to submit any additional documentation for the solicitation screening.

1. Does Bidder have an Information Security Officer?
2. Does Bidder have an Information Security Program in place?
3. Does Bidder encrypt Confidential Information in transit and at rest?
4. Does Bidder require employees to sign an acceptable use policy/responsible use policy for using information technology assets and resources?
5. Does Bidder require employees to take information security training?
6. Does Bidder require employees to sign a non-disclosure agreement before the employee is allowed access to Confidential Information?
7. Does Bidder have internal protocols for handling a security incident or data breach?

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

Proposals passing the Stage One screening will be submitted to the Evaluation Committee to review and score based on the Evaluation Criteria in this solicitation.

During the evaluation and selection process, the Evaluation Committee may schedule a clarification interview with a Bidder that will either be held via conference call, MS Teams, or Zoom for the purpose of clarification and verification of information provided in the Proposal. However, these clarification 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 forty-nine (49) of the seventy (70) available technical points, which is equivalent to 70 percent (70%), for their Proposal to progress to the cost evaluation process and be eligible for possible funding. Therefore, Proposals not attaining at least forty-nine (49) technical points will be eliminated from further competition.

Following the cost evaluation process, the total score for each Proposal will be the average of the combined scores of all Evaluation Committee members. After scoring is completed, Proposals not attaining a score of 70 percent (70%) of the total possible points will be eliminated from further competition.

All applicable preferences will be applied to all Proposals attaining a minimum of 70 percent (70%) of the total possible points. The Agreement shall be awarded to the responsible Bidder meeting the requirements outlined above, who achieves the highest score after application of preferences.

## Scoring Scale

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

| **% of Possible Points** | **Interpretation** | **Explanation for Percentage Points** |
| --- | --- | --- |
| 0% | Not Responsive | Response does not include or fails to address the requirements being scored. The omission(s), flaw(s), or defect(s) are significant and unacceptable. |
| 10-30% | Minimally Responsive | Response minimally addresses the requirements being scored. The omission(s), flaw(s), or defect(s) are significant and unacceptable. |
| 40-60% | Inadequate | Response addresses the requirements being scored, but there are one (1) or more omissions, flaws, or defects or the requirements are addressed in such a limited way that it results in a low degree of confidence in the proposed solution. |
| 70% | Adequate | Response adequately addresses the requirements being scored. Any omission(s), flaw(s), or defect(s) are inconsequential and acceptable. |
| 80% | Good | Response fully addresses the requirements being scored with a good degree of confidence in the Bidder’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 Bidder’s response or proposed solution. Bidder offers one (1) or more enhancing features, methods, or approaches exceeding basic expectations. |
| 100% | Exceptional | All requirements are addressed with the highest degree of confidence in the Bidder’s response or proposed solution. The response exceeds the requirements in providing multiple enhancing features, a creative approach, or an exceptional solution. |

## Notice of Proposed Award

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

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

| **TECHNICAL Evaluation Criteria** | **Possible Points** |
| --- | --- |
| 1. **Approach to Tasks in the SOW** | **20** |
| Describe the Bidder’s general and specific proposed approaches to providing the following services listed in the SOW, highlighting any outstanding features, qualifications, and experience of each team member.   1. Agreement Management 2. Building Performance Strategy Stakeholder Outreach and Engagement 3. California Building Performance and Decarbonization Field Study 4. Assess the Benchmarking Program and Develop a Roadmap for Benchmarking Program Compliance Improvements 5. Assess Benchmarking Program Data Quality and Recommend Methods for Improving Benchmarking Program Data Quality 6. Improve Benchmarking Program Outreach and Engagement Strategies 7. Contingencies and Additional Topic Areas for the Benchmarking Program and SB 48 Implementation Proceeding |  |
| 1. **Organizational Structure** | **20** |
| The degree to which the Proposal:   1. Describe the organizational structure of the Bidder, including providing an organizational chart of the entire contract team. 2. Explain how the Bidder will ensure sufficient time and attention is spent by an experienced and qualified dedicated staff person on the administrative task for this Agreement (Task 1: Agreement Management). 3. Identify the locations of the Bidder’s and Subcontractor’s headquarters and/or satellite office(s) and proposed methods of minimizing costs to the State. 4. In-State Travel Costs: What policy will the Bidder adopt as related to team member time charges when the team member is traveling and/or not working actively on the Agreement? 5. Out-of-State Travel Costs: It is the CEC’s intent to reimburse Contractor costs for airfare within California. If the Bidder and/or team members are located out-of-state, will the Bidder and/or team members establish an office in California and/or initiate all travel and related time charges from this California office, and not the out-of-state office? The CEC is interested in reimbursing for active time spent working on this Agreement, not travel. 6. Provide a short description of each Subcontractor and key members of the team. Describe the relationship between the Bidder and Subcontractors on your team. Indicate any history of a working relationship between the team members noting any significant stories. 7. Identify and provide details on any professional awards. 8. Describe the organization, composition, and functions to be performed by staff members of the Bidder and any Subcontractors and how the staff is qualified to carry out the tasks in this Agreement. 9. Explain the Bidder’s ability to recruit additional Subcontractors effectively and efficiently in response to CEC direction. 10. Describe the Bidder’s ability to pay Subcontractors on a timely basis (ahead of receiving payment from the State). 11. Explain how the Bidder will clearly differentiate the work and deliverables for this Agreement from other contracts with entities supporting the CEC. 12. The Bidder and Subcontractors must identify any actual or potential conflicts of interest that might impact its ability to perform the proposed project and describe actions that would be taken to avoid or mitigate the conflicts. For example, if an individual participated as a consultant as defined under the Political Reform Act (Government Code (GC) section 81000 et seq.) in a CEC agreement that is related to the work under the proposed project, the individual might be prohibited from participating in the proposed project. In that circumstance, the individual and the current CEC agreement should be identified, and the applicant should propose actions it would take to ensure the project would be successful if the individual is in fact prohibited from participating in the project. |  |
| 1. **Relevant Experience and Qualifications** | **20** |
| The degree to which the Proposal:   1. Bidder Only:    1. Explain the Bidder’s approach to the contract management and administration of this Agreement. Identify the contract management team members.    2. Describe the qualifications of the Bidder, and the planned approach to effectively provide direction, motivation, and vision to the team; to provide quality assurance for each team member’s performance; and to minimize turnover and provide a stable professional team, including the ability to quickly add and train new team members as needed.    3. Describe the ability to organize and manage a team of technical experts to effectively complete SOW tasks and deliverables in a timely manner. 2. Team Members including Bidder:    1. Document the project team’s qualifications as they apply to performing the tasks described in the SOW. Describe the nature and scope of recently completed work as it relates to the SOW.    2. Identify and list all the Bidder’s staff and Subcontractors (all team members) who will be committed to the tasks and describe their roles and responsibilities.    3. Provide a current resume for all team members listed, including job classification and description, relevant experience, start and end dates (month and year), education, academic degrees, and professional licenses.    4. Identify the percentage of time each team member will be available throughout the Agreement.    5. Identify each team member’s level of effort (hours) for each task, including subcontractor hours.    6. Describe each team member’s familiarity with the technical expertise in performing pertinent tasks identified in the SOW. |  |
| 1. **Client References** | **5** |
| The Bidder and each Subcontractor completed a Client Reference Form including a minimum of three (3) client references. |  |
| 1. **Previous Work Products** | **5** |
| The Bidder provided at least one (1) example of a similar work product for the services to be provided. If Subcontractors will be providing technical support in a task area, each Subcontractor also submitted one (1) example work product that demonstrates experience in potential work assignments described in this RFP. |  |
| **TOTAL POSSIBLE POINTS FOR**  **TECHNICAL EVALUATION CRITERIA (1-5)** | **70** |
| **BIDDER’S SUBTOTAL FOR**  **TECHNICAL EVALUATION CRITERIA (1-5)**  **(Minimum Passing Score is 70% or 49 Points)** |  |
| **COST Evaluation Criteria** | **POSSIBLE POINTS** |
| 1. **Total Expected Labor Costs (Cost Points)** | **15** |
| The score for this criterion will be derived from the mathematical cost formula set forth below under Cost Criteria. |  |
| 1. **Cost Justification (Cost Points).** | **15** |
| Bidder has justified all proposed expenditures and personnel costs identified in its Bid for the Contractor and Subcontractors. Bidder has established reasonable justification for the costs based on the expertise, experience, and resources of the project team and the expected work under the Agreement. |  |
| **TOTAL POSSIBLE POINTS FOR**  **COST EVALUATION CRITERIA (6-7)** | **30** |
| **BIDDER’S SUBTOTAL FOR COST EVALUATION CRITERIA (6-7)** |  |
| **MAXIMUM TOTAL POINTS** | **100** |
| **MINIMUM PASSING SCORE (70%)** | **70** |
| **BIDDER’S TOTAL COMBINED SCORE** |  |

## Cost Criteria

Total Expected Labor Costs (15/30 Cost Evaluation Criteria Points)

**Step 1**

* Calculate each *Individual’s Loaded Hourly Rate* = Direct Labor + Fringe Benefits + Indirect Cots + Profit (Separately for the Bidder (Contractor) and each Subcontractor). This is documented on Attachment 7a in each budget workbook.

**Step 2**

* The Bidder (Contractor) will complete the Attachment 7b of the budget workbook. This form will calculate the Total Expected Labor Costs portion of the Cost Criteria.

**Total Expected Labor Cost Points:**

* Lowest Proposal Total Expected Labor Cost = 100% of total possible points for this criterion.
* All other Proposals get a lower percentage of the possible points based on how close their Proposal Total Expected Labor Cost is to the lowest Proposal Total Expected Labor Cost as follows:
  + Lowest Proposal Total Expected Labor Cost / Other Proposal Total Expected Labor Cost = Other Proposal % of Possible Points.

**Example:**

Proposal A Total Expected Labor Cost: $85,347; Proposal B Total Expected Labor Cost: $90,242; Proposal C Total Expected Labor Cost: $87,249.

* Proposal A: Lowest Proposal Total Expected Labor Cost = 100% possible points
* Proposal B: $85,347/$90,242 = 94.57% possible points
* Proposal C: $85,347/$87,249= 97.82% possible points

**Points Allocation (15 possible points):**

* Proposal A: 100% possible points = 15 points
* Proposal B: 94.57% possible points = 14.19 points
* Proposal C: 97.82% possible points = 14.67 points

# V. Business Participation Programs (Preferences/Incentives)

## About This Section

A Bidder may qualify for preferences/incentives as described below. Each Bidder passing Stage One: Administrative and Completeness Screening will 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
* Target Area Contract Act Preference

## DVBE Participation Compliance Requirements

**No DVBE Participation Compliance Requirement**

The CEC has waived this RFP from DVBE participation. Bidders are not required to include DVBEs as part of the contract team. However, if Bidder does include DVBE participation in its Bid, the DVBE incentive will be applied.

## 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.

If a Bidder includes 0.01% DVBE participation or greater, it will receive the DVBE incentive. If you include zero percent (0%) DVBE participation, you will not receive the incentive. You will only receive the incentive if you include 0.01% or greater DVBE participation.

The DVBE Incentive Program may be used in conjunction with the Small Business preference which gives a five percent (5%) preference to small business Bidders or five percent (5%) to non-small business Bidders committed to subcontracting 25 percent (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 Target Area Contract Preference Act (TACPA). Incentive points cannot be used to achieve any applicable minimum point requirements.

|  |  |
| --- | --- |
| **PROPOSED DVBE**  **PARTICIPATION LEVEL** | **DVBE INCENTIVE %**  **PRICE PREFERENCE** |
| 0.01% to 0.99% | 1% |
| 1.00% to 1.99% | 2% |
| 2.00% to 2.99% | 3% |
| 3.00% to 3.99% | 4% |
| 4.00% or over | 5% |

**Required Forms**:

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

## DVBE Incentive Law

* MVC section 999.5(a)
* CCR Title 2, section 1896.99.100 et. seq.

## Small Business / Microbusiness

**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 of Bidder Declaration Form GSPD-05-105 (Attachment 4)

**Certification**

A business must be formally certified by the 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 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:
6. 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 GC section 14837(d)(3); or
7. 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 GC section 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](https://www.irs.gov/charities-non-profits/exempt-organization-types)), 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 (CUF)**

A certified small business or microbusiness shall provide goods or services that contribute to the fulfillment of the contract requirements by performing a CUF 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**

* GC section 14835 et. seq.
* CCR, 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 25 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 of Bidder Declaration Form GSPD-05-105 (Attachment 4)

**Certification**

A Subcontractor business must be formally certified by the OSDS, in order to receive the Non-Small Business Preference.

**Non-Small Business Law**

* GC section 14838 (b)
* CCR, Title 2 section 1896 et. seq.

## Target Area Contract Preference Act

**Preference**

The following preference will be granted for this solicitation. Bidders wishing to take advantage of this preference will need to review the website stated below 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. (GC 4530)

The DGS-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 DGS PD at (916) 375-4609.

* The [TACPA Preference Request (Std. 830) Form](https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std830.pdf) is available on the DGS website at (https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std830.pdf).
* The [Bidder’s Summary of Contract Activities and Labor Hours](https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/gspd0526.pdf) is available on the DGS website at (https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/gspd0526.pdf).

# VI. Administration

## RFP Defined

The competitive method used for this procurement of services is an 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.

## Labor Rates

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

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

## Profit

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

## Definition of Key Words & Acronyms

Important definitions for this RFP are presented below:

| **KeyWordS & AcronymS** | **Definition** |
| --- | --- |
| AB 802 | Assembly Bill 802 (Williams, Chapter 590, Statutes of 2015) |
| Act | Darfur Contracting Act of 2008 |
| Agreement | Executed contract between the CEC and the Contractor |
| Bid | Formal written response to this RFP from Bidder, and used interchangeably with Proposal throughout this RFP |
| Bidder | Respondent to this RFP |
| BPS | Building Performance Standards |
| CAM | Commission Agreement Manager, which is the CEC staff person who manages and oversees agreements after execution |
| CAO | Commission Agreement Office, which is the CEC staff person from the Contracts, Grants, and Loans Office who oversees solicitations and the preparation of agreements before execution |
| CARB | California Air Resources Board |
| CCR | California Code of Regulations |
| CEC | California Energy Commission |
| Contractor | Bidder awarded an Agreement from the CEC as a result of this RFP |
| CPUC | California Public Utilities Commission |
| CSCR | California State Contracts Register |
| CUF | Commercially Useful Function |
| DGS | Department of General Services |
| DGS-OLS | Department of General Services, Office of Legal Services |
| DGS-PD | Department of General Services, Procurement Division |
| DOE | United States Department of Energy |
| DRU | Dispute Resolution Unit |
| DVBE | Disabled Veteran Business Enterprise |
| EO | Executive Order |
| G&A | General and Administrative |
| GC | Government Code |
| GenAI | Generative Artificial Intelligence |
| GHG | Greenhouse Gas |
| GSS | Grant Solicitation System |
| HCD | Housing and Community Development |
| ISPP | Information Security Program Plan |
| LLC | Limited Liability Company |
| LLP | Limited Liability Partnership |
| LP | Limited Partnerships |
| MS | Microsoft |
| MVC | Military & Veterans Code |
| NDA | Non-Disclosure Agreement |
| NOPA | Notice of Proposed Award |
| OSDS | Office of Small Business and DVBE Services |
| OSP | Office of State Publishing |
| PCC | Public Contract Code |
| PDF | Adobe Portable Document Format |
| PIER | Public Interest Energy Research |
| PM | Program Manager |
| PRC | Public Resources Code |
| Proposal | Formal written response to this RFP from Bidder, and used interchangeably with Bid throughout this RFP |
| RFP | Request for Proposals (this entire document) |
| SAM | State Administrative Manual |
| SB 48 | Senate Bill 48 (Becker, Chapter 378, Statues of 2023) |
| SOS | California Secretary of State |
| SOW | Scope of Work |
| SQL | Structured Query Language |
| State | State of California |
| TACPA | Target Area Contract Preference Act |
| UNSPSC | United Nations Standard Products and Services Codes |
| US | United States |

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

* Microsoft ASP.NET framework version 4.6 or above
* Microsoft ASP.NET MVC 5.0 or above
* Microsoft ASP.Net Core 6.0 or above
* Microsoft Entity Framework 6.0 or above
* Microsoft Internet Information Services IIS 10.0 or above
* Microsoft SQL Server 2016 or above
* Microsoft SQL Reporting Services 2016 or above
* Visual Studio.NET 2019 or above
* Python, C# Programming Language with layered architectures (Presentation, Business logic, Data Access)
* MSSQL (Structured Query Language)
* Bootstrap 5.0 or above
* XML and JSON
* Telerik, Redgate, and Postman
* AWS, Snowflake and Salesforce

Any exceptions to the Electronic File Format requirements above must be approved in writing by the CEC 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 CEC will not accept or retain any Proposals that contain confidential information or 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) (PCC sections 10475, *et* *seq*.; Statutes 2008, Chapter 272). The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with “scrutinized” companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in PCC section 10475.

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

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

A scrutinized company may still, however, submit a Bid 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 PCC section 10477(b) **(See Option #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 PCC 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 9)**

b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to PCC section 2203(c) or (d). **(See Option #2 on Attachment 9)**

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

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

## 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 GC).

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 GC). See Attachment 10.

## 

## Generative artificial intelligence

The State of California seeks to realize the potential benefits of Generative Artificial Intelligence (GenAI), through the development and deployment of GenAI tools, while balancing the risks of these new technologies. Bidder/Contractor must notify the State in writing if their solution or service includes, or makes available, any GenAI including, GenAI from third parties or subcontractors. The State has developed a GenAI Reporting and Factsheet (Std. 1000) to be completed by the Bidder/Contractor. Failure to submit the GenAI Reporting and Factsheet (Std. 1000) will result in disqualification of the Bidder/Contractor. Failure to report GenAI to the State may void any resulting contract. The State reserves its right to seek any and all relief to which it may be entitled to as a result of such nondisclosure. Upon receipt of a Bidder/Contractor GenAI Reporting and Factsheet (Std. 1000), the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers that present an unacceptable level of risk to the State.

Bidder shall complete the GenAI Reporting & Factsheet Form (Attachment 11).

* If you **will not** be using or offering GenAI technology, model, or service in the work under the Agreement, then check the “No” box and sign the form.
* If you **will** be using or offering GenAI technology, model, or service in the work under the Agreement, then check the “Yes” box, complete the remainder of the questions, and sign the form.

Failure to submit the GenAI Reporting & Factsheet Form shall result in rejection of the Proposal.

Failure to disclose GenAI to the CEC shall result in rejection of the Proposal.

The CEC reserves the right to do all the following:

* Reject Proposals that present an unacceptable level of risk to the State.
* Void any resulting Agreement that does not comply with these provisions.
* Seek any and all relief the CEC may be entitled to as a result of such non-disclosure.
* Incorporate GenAI special provisions into the final Agreement.

For purposes of these requirements, GenAI is defined as: “The class of AI models that emulate the structure and characteristics of input data in order to generate derived synthetic content. This can include images, videos, audio, text, and other digital content.”

## 

## RFP Cancellation and Amendments

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

* Cancel this 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 Solicitations website](https://www.energy.ca.gov/funding-opportunities/solicitations) located at (https://www.energy.ca.gov/funding-opportunities/solicitations). It will also be posted on the [DGS website](https://www.caleprocure.ca.gov/pages/index.aspx) located at (https://www.caleprocure.ca.gov/pages/index.aspx).

## Errors

If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the Bidder shall immediately notify the CEC 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 CEC shall not be responsible for failure to correct errors.

## Modifying or Withdrawal of Proposal

A Bidder may, by letter to the CAO at the CEC, withdraw or modify a submitted Proposal before the deadline to submit Proposal. Proposals cannot be modified after that date and time, but a Proposal may still be withdrawn. 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 NOPA posting date all Proposals and related material submitted in response to this RFP become a part of the property of the State and public record.

## 

## 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 PCC section 10344.
* Bidder is currently suspended for violating DVBE law or Proposal includes a Subcontractor currently suspended for violating DVBE law. MVC section 999.9(g)
* It is lacking a properly executed Darfur Contracting Act Form (Attachment 2).
* It is lacking a properly executed Contractor Certification Clauses (Attachment 5).
* It is lacking a properly executed Iran Contracting Act Form (Attachment 9).
* It is lacking a properly executed California Civil Rights Law Certification Form (Attachment 10).
* It is lacking a properly executed GenAI Disclosure & Factsheet Form.
* The Proposal includes GenAI, but Bidder fails to disclose this information.
* 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 mislead the State erroneously and fallaciously 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 PCC 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.
* It is unsigned.
* 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 Public Interest Energy Research (PIER) agreement, received the PIER Royalty Review letter, which the CEC sends out annually 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.
* The Proposal includes use of GenAI that presents an unacceptable level of risk to the State, as determined by the CEC.

## 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, the CEC cancels the RFP, or DGS decides the matter.

Please note the following:

* Protests are limited to the grounds contained in the California PCC section 10345.
* During the five (5) **working** days that the NOPA is posted, protests must be filed with [DGS-OLS](https://www.dgs.ca.gov/OLS) and the CEC’s Contracts Office.
* Within five (5) **calendar** days after filing the protest, the protesting Bidder must file with [DGS-OLS](https://www.dgs.ca.gov/OLS) and the CEC’s 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 CEC for the DGS Hearing Officer consideration.

## Agreement Requirements

The content of this RFP shall be incorporated by reference into the final contract. See the Sample Standard Agreement (Attachment 8) Terms and Conditions included in this RFP.

**No Contract Until Signed & Approved**

No agreement between the CEC and the successful Bidder is in effect until the contract is signed by the Contractor, approved at a CEC business meeting, and approved by DGS, if required.

**Contract Amendment**

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