**REQUEST FOR QUALIFICATIONS**

**Energy Code Development Support**



**RFQ-24-401 – ADDENDUM 1**

[www.energy.ca.gov/contracts/](file:///C%3A/Users/EThomsen/Downloads/www.energy.ca.gov/contracts/)

State of California

California Energy Commission

**September 2024**

The purpose of this addendum is to notify potential applicants of changes that have been made to RFQ-24-401. Added language appears in **bold underline**, and deleted language appears in [~~strikethrough~~] and within square brackets.

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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 | Standard Agreement Example (informational, this attachment is not required in the Statement of Qualifications) |
| 7 | Client References |
| 8 | Iran Contracting Act Form |
| 9 | California Civil Rights Laws Certification  |
| 10 | GenAI Reporting & Factsheet Form |

# I. INTRODUCTION

## Background Summary

The Warren-Alquist Act, Public Resources Code (PRC) section 25000 et seq., established the California Energy Commission (CEC) as California’s primary energy policy and planning agency. It also mandated that the CEC create and periodically update Building Energy Efficiency Standards, which include building energy efficiency requirements in the Energy Code (Title 24, Part 6) and voluntary building energy efficiency standards in CALGreen (Title 24, Part 11).

The Energy Code, in combination with appliance efficiency standards and utility-sponsored incentive programs, strongly contributes to California’s per capita electricity consumption levels remaining relatively flat since the mid-1970s. First adopted in 1977, the Energy Code has been updated approximately on a three (3) year cycle. The most recent update, the 2025 Building Energy Efficiency Standards, will become effective January 1, 2026.

The 2028 Energy Code will continue to pursue three (3) major goals: 1) reducing the wasteful, uneconomic, inefficient, or unnecessary consumption of energy used by buildings; 2) building decarbonization in newly constructed and existing buildings; and 3) encouraging load flexibility and grid reliability.

The CEC develops and maintains two (2) free computer programs for use in demonstrating performance compliance with the Energy Code. California Building Energy Code Compliance Commercial (CBECC) is used for demonstrating performance compliance for nonresidential and multifamily buildings, and California Building Energy Code Compliance Residential (CBECC-Res) is used for demonstrating performance compliance for single-family residential buildings. The CEC is also responsible for certifying third-party software options that demonstrate compliance with the Energy Code.

In agreement with the Energy Code, CBECC and CBECC-Res are used to determine a building’s energy budget. The programs then compare the user’s proposed building design to check for compliance or noncompliance with that energy budget. CBECC consists of a basic user interface that choreographs interactions between a Compliance Manager – that contains rulesets to assess whether a building complies – and a reference physics engine called EnergyPlus. CBECC-Res is similar to CBECC but uses the California Simulation Engine (CSE) as the reference physics engine instead of EnergyPlus.

The CEC updates both CBECC and CBECC-Res in coordination with the Energy Code updates, as well as several additional maintenance releases. These two (2) programs are a critical component of the Energy Code in that they provide a means for flexible compliance with the Energy Code while also helping to meet the State’s greenhouse gas (GHG) reduction goals.

**In addition, the CEC estimates that homes built in accordance with the latest 2022 Energy Code are, on average, at least fifty-two percent (52%) more efficient than those built under national model codes (i.e., International Energy Conservation Code 2021). This demonstrates the success of California’s Building Energy Efficiency Standards, which have made a monumental cumulative impact over the past forty (40) plus years. However, these projections assume that the regulations are properly reflected in energy calculations and modeling, design drawings, construction, and verified by building departments. If any of these steps are inaccurate, incomplete, or bypassed, it could result in noncompliance with the Energy Code and unrealized potential energy savings to the State. To mitigate these potential losses in energy and emissions savings, and to reduce transaction and labor costs for building departments and field professionals, the CEC administers a robust Energy Code compliance program.**

**This program develops, updates, and maintains the California Energy Code compliance documents and associated data registries, and helps to ensure buildings are designed, constructed, inspected, and tested to meet the requirements of the Energy Code. The Energy Code compliance program also provides resources to Authorities Having Jurisdiction (AHJs) or building departments and oversees residential and nonresidential field verification and diagnostic testing programs.**

## Purpose of this RFQ

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

* Developing, updating, and maintaining the California Energy Code for residential and nonresidential buildings; [~~and~~]
* Developing, updating, and maintaining the California Energy Code reference compliance software, CBECC and CBECC-Res[~~.~~]**; and**
* **Developing, updating, and maintaining the California Energy Code compliance data infrastructure, compliance documents, and other supporting documentation that aids the Energy Code compliance program.**

Work will focus primarily on the development**,** [~~and~~] implementation**, and compliance support for** [~~of~~] the 2025 and 2028 Energy Codes but will also support maintenance and enhancements to the 2022 Energy Code and will support preliminary work on future Energy Codes (2031 and beyond).

## Key Activities and Dates

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

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

| **Activities** | **Action Date(S)** |
| --- | --- |
| RFQ release | September 18, 2024 |
| Pre-Bid Conference **\*** | October 2, 2024 |
| **Deadline for Written Questions by 5:00 p.m.** **\*** | October 2, 2024 |
| Anticipated Distribution of Questions/Answers and Addenda (if any) | October 16, 2024 |
| **Deadline to submit SOQ by 11:59 p.m. \*** | **October 30, 2024** |
| SOQ Discussions with Firms **\*** | November 14, 2024 |
| Anticipated Notice of Selection | November 25, 2024 |
| Anticipated Cost Negotiations | November 25, 2024 –December 13, 2024 |
| Anticipated Notice of Proposed Award | December 20, 2024 |
| Anticipated CEC Business Meeting | February 12, 2025 |
| Anticipated Contract Start Date | April 1, 2025 |
| Anticipated Contract End Date | March 31, 2028 |

## Available Funding

There is a maximum of up to [~~$9,750,000~~] **$10,550,000** available to fund the three (3) year contract resulting from this RFQ. This is an hourly rate plus cost reimbursement contract with a ceiling on the total contract amount.

Funding for this Agreement will be subject to the availability of funds in the Fiscal Year (FY) 2024-2025, FY 2025-2026, and FY 2026-2027 Budget Acts.

|  |  |
| --- | --- |
| **FISCAL YEAR** | **AMOUNT** |
| 2024-2025 | $3,250,000 |
| 2025-2026 | [~~$3,250,000~~] **$3,650,000** |
| 2026-2027 | [~~$3,250,000~~] **$3,650,000** |

Funding for the Agreement is from Energy Resources Programs Account (ERPA) and Cost of Implementation Account (COIA) funds. ERPA funds include $2,000,000 from FY 2024-2025; $2,000,000 from FY 2025-2026; and $2,000,000 from FY 2026-2027. COIA funds include $1,250,000 from FY 2024-2025; [~~$1,250,000~~] **$1,650,000** from FY 2025-2026; and [~~$1,250,000~~] **$1,650,000** from FY 2026-2027.

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

## Eligible Firms

This is an open solicitation for public and private entities. Each Agreement resulting from this solicitation includes Terms and Conditions that set forth the Contractor’s rights and responsibilities. The University of California, California State University, or United States (US) Department of Energy (DOE) National Laboratories must use either the standard or the pre-negotiated Terms and Conditions on the [Department of General Services Office of Legal Services (DGS-OLS) website](http://www.dgs.ca.gov/OLS/Resources) at (http://www.dgs.ca.gov/OLS/Resources). All other entities must agree to use the attached standard Terms and Conditions (see Attachment 6). Special terms, including but not limited to terms related to consultant contracts and generative artificial intelligence, may also be used in contracts resulting from this RFQ (see Attachment 6). The CEC will not award agreements to non-complying entities. The CEC reserves the right to modify the Terms and Conditions prior to executing agreements.

All corporations, limited liability companies (LLCs), limited partnerships (LPs), and limited liability partnerships (LLPs) that conduct intrastate business in California are required to be registered and in good standing with the California Secretary of State (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 application be successful).

For more information, contact 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.

## Retainer Contract

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

## Pre-Bid Conference

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

**Date:** Wednesday, October 2, 2024

**Time:** 10:00 a.m. – 11:30 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 page 9 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_ERPOhW-9R9exZCVr8_-NBg), which is located at (https://energy.zoom.us/webinar/register/WN\_ERPOhW-9R9exZCVr8\_-NBg). **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:** 870 6720 2697

**Meeting Password:** 085032

**Topic:** Energy Code Development 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 or by telephone at 1-916-269-9595.
* [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 or by telephone at
(916) 764-5705 at least five (5) days in advance of the Pre-Bid Conference.

## Questions

During the RFQ process, questions of clarification about this RFQ must be directed to the CAO listed in the following Contact Information section. Potential Firms shall carefully examine the qualifications and specifications of this RFQ. You may ask questions at the Pre-Bid Conference, and you may submit written questions via electronic mail. **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 RFQ is not binding on the State of California (State) and shall in no way alter a specification, term, or condition of the RFQ. Therefore, all communication should be directed in writing to the CAO assigned to the RFQ and listed on the next page.

**Make sure to include the solicitation number RFQ-24-401 in the subject line of all electronic mail.**

## Contact Information

Carissa Peri, Commission Agreement Officer

California Energy Commission

715 P Street, MS-18

Sacramento, CA 95814

Telephone: (916) 258-2959

Email: carissa.peri@energy.ca.gov

## Responses to This RFQ

Responses to this solicitation shall be in the form of a Statement of Qualifications (SOQ) according to the format described in this RFQ (see Section III: SOQ Format, Required Documents, and Delivery). The SOQ shall detail the Firm’s qualifications to perform the tasks outlined in the Scope of Work.

## Reference Documents

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

* [2025 Building Energy Efficiency Standards website](https://www.energy.ca.gov/programs-and-topics/programs/building-energy-efficiency-standards/2025-building-energy-efficiency) located at (https://www.energy.ca.gov/programs-and-topics/programs/building-energy-efficiency-standards/2025-building-energy-efficiency).
* [2025 Energy Code Accounting Methodology Report](https://efiling.energy.ca.gov/GetDocument.aspx?tn=255318-1) located for download at (https://efiling.energy.ca.gov/GetDocument.aspx?tn=255318-1).
* [2025 Energy Code Compliance Software, Research Versions](https://www.energy.ca.gov/programs-and-topics/programs/building-energy-efficiency-standards/2025-energy-code-compliance-software) located at (https://www.energy.ca.gov/programs-and-topics/programs/building-energy-efficiency-standards/2025-energy-code-compliance-software).
* [**2022 Energy Code Residential Forms**](https://www.energy.ca.gov/programs-and-topics/programs/building-energy-efficiency-standards/2022-building-energy-efficiency-2) **located at (https://www.energy.ca.gov/programs-and-topics/programs/building-energy-efficiency-standards/2022-building-energy-efficiency-2).**
* [**2022 Energy Code Low-rise Multifamily Forms**](https://www.energy.ca.gov/programs-and-topics/programs/building-energy-efficiency-standards/2022-building-energy-efficiency-3) **located at (https://www.energy.ca.gov/programs-and-topics/programs/building-energy-efficiency-standards/2022-building-energy-efficiency-3).**
* [**2022 Energy Code Nonresidential Forms**](https://www.energy.ca.gov/programs-and-topics/programs/building-energy-efficiency-standards/2022-building-energy-efficiency-4) **located at (https://www.energy.ca.gov/programs-and-topics/programs/building-energy-efficiency-standards/2022-building-energy-efficiency-4).**
* [**2022 Energy Code Single-family Residential Compliance Manual**](https://www.energy.ca.gov/publications/2022/2022-single-family-residential-compliance-manual-2022-building-energy-efficiency) **located at (https://www.energy.ca.gov/publications/2022/2022-single-family-residential-compliance-manual-2022-building-energy-efficiency).**
* [**2022 Energy Code Nonresidential and Multifamily Compliance Manual**](https://www.energy.ca.gov/publications/2022/2022-nonresidential-and-multifamily-compliance-manual-2022-building-energy) **located at (https://www.energy.ca.gov/publications/2022/2022-nonresidential-and-multifamily-compliance-manual-2022-building-energy).**
* [**Acceptance Test Technician Certification Provider Program website**](https://www.energy.ca.gov/programs-and-topics/programs/acceptance-test-technician-certification-provider-program) **located at (https://www.energy.ca.gov/programs-and-topics/programs/acceptance-test-technician-certification-provider-program).**
* [**Home Energy Rating System Program website**](https://www.energy.ca.gov/programs-and-topics/programs/home-energy-rating-system-hers-program) **located at (https://www.energy.ca.gov/programs-and-topics/programs/home-energy-rating-system-hers-program).**
* [Style Manual for Preparing Contract and Consultant Reports for the California Energy Commission](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 (SOW)

## About This Section

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

**Purpose**

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

* Developing, updating, and maintaining the California Energy Code for residential and nonresidential buildings; [~~and~~]
* Developing, updating, and maintaining the California Energy Code reference compliance software, CBECC and CBECC-Res[~~.]~~**; and**
* **Developing, updating, and maintaining the California Energy Code compliance data infrastructure, compliance documents, and other supporting documentation that aids the Energy Code compliance program.**

Work will focus primarily on the development**,** [~~and~~] implementation**, and compliance support for** [~~of~~] the 2025 and 2028 Energy Codes but will also support maintenance and enhancements to the 2022 Energy Code and will support preliminary work on future Energy Codes (2031 and beyond).

**Acronyms/Glossary**

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

| **AcronymS & TERMS** | **Definition** |
| --- | --- |
| Agreement | Executed contract between the CEC and the Contractor |
| **AHJ** | **Authorities Having Jurisdiction** |
| APA | Administrative Procedures Act |
| BEES | Building Energy Efficiency Standards, including requirements in the Energy Code, voluntary standards in CALGreen, and associated Administrative Regulations in Title 24, Part 1 |
| CALGreen | California Green Building Standards Code (CCR, Title 24, Part 11) |
| 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 |
| CBECC | California Building Energy Code Compliance software for nonresidential and multifamily buildings |
| CBECC-Res | California Building Energy Code Compliance software for single-family residential buildings |
| CCR | California Code of Regulations |
| CEC | California Energy Commission |
| CEQA | California Environmental Quality Act |
| Contractor | Firm awarded an Agreement from the CEC resulting from this RFQ |
| CSE | California Simulation Engine |
| DOE | United States Department of Energy |
| **DRRM** | **Data Registry Requirements Manual** |
| DVBE | Disabled Veteran Business Enterprise |
| Energy Code | CCR, Title 24, Part 6 and associated administrative regulations in Title 24, Part 1 |
| Firm | Respondent to this RFQ |
| **FV&DT** | **Field Verification & Diagnostic Testing** |
| GHG | Greenhouse gas |
| **HERS** | **Home Energy Rating System** |
| HVAC | Heating, Ventilation, and Air-conditioning systems |
| LSC | Long-term System Cost, defined in CCR, Title 24, Part 1, is the CEC-projected present value of costs to California’s energy systems over a period of 30 years |
| Measures | Energy, GHG, and peak load savings opportunities |
| **Nonresidential Compliance Manual** | **The Nonresidential Compliance Manual developed by the CEC, under PRC, section 25402.1(e), to aid designers, builders, and contractors in meeting the energy efficiency requirements for nonresidential buildings.** |
| MS | Microsoft |
| PDF | Adobe Portable Document Format  |
| PM | Program Manager |
| PRC | Public Resources Code |
| Prime Contractor | Firm awarded an Agreement from the CEC resulting from this RFQ |
| **Residential Compliance Manual** | **The Residential Compliance Manual developed by the CEC, under PRC, section 25402.1(e), to aid designers, builders, and contractors in meeting the energy efficiency requirements for residential buildings.** |
| RFQ | Request for Qualifications (this entire document) |
| SOW | Scope of Work  |
| State | State of California |
| WA | Work Authorization |
| WAM | Work Authorization Manager |
| Warren-Alquist Act | The Warren-Alquist State Energy Resources Conservation and Development Act, PRC section 25000 et seq. |

## Work Authorizations

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

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

**Retainer Contract**

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

## No Work Guarantee

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

## Workshops and Hearings

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

## Incidental Services

Contractor shall provide incidental services to support the technical tasks that the CEC will undertake for Energy Code Development Support in the general topic areas listed below. Technical Tasks 2[~~-6~~] **through 7** provide more detailed task activities for these areas:

* Graphic Design/Document Support for reports and other deliverables related to the Energy Code.
* 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 Work Authorization Manager (WAM) 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 WAM, the following:

* [California 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 WAM. Illustrations and graphs shall be sized to fit an 8 ½” by 11” page and readable if printed in black and white.

## Ownership of Work Product

All deliverables, reports, data, memoranda, and other supporting documents developed under this SOW, whether completed or not, shall become the property of the CEC.

## 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 or WAM.

Unless otherwise specified by the CAM or WAM, 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 and shall comply with the accessibility requirements of [Section 508](https://www.access-board.gov/about/law/ra.html#section-508-federal-electronic-and-information-technology) of the federal Rehabilitation Act of 1973, which is located at (https://www.access-board.gov/about/law/ra.html#section-508-federal-electronic-and-information-technology). The Contractor shall provide the native file format as well.
* Project management documents shall be in a file format specified by the CAM or WAM.

## Primary Tasks

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

| **Task #** | **TASK NAME** |
| --- | --- |
| 1 | Agreement Management |
| 2 | Energy Code Update Measure Identification and Analysis |
| 3 | Energy and Climate Accounting Methodologies for the Energy Code |
| 4 | Energy Code Software Tools Development and Maintenance  |
| 5 | Energy Code Software Tools Documentation and Deployment |
| **6** | **Energy Code Compliance Documentation, Compliance Analysis & Compliance Data Infrastructure Support** |
| [~~6~~] **7** | Contingencies |

**Task 1: Agreement Management**

A maximum of ten 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 are not 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 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.
* 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 Standard Agreement Example (Attachment 6) 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.
* Complete the Form 805 (if necessary)

**Contractor Subtask Deliverables:**

* An updated schedule of deliverables (if applicable)
* 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 [~~6~~] **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 with local governments and public institutions will be included in each WA. 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 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, 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: Management of WAs**

WAs define the SOW, schedule of deliverables, and the project(s) budget. The goal of this subtask is to develop and manage all technical and budgetary aspects of WAs in accordance with the requirements of this Agreement for work to be performed under Technical Tasks 2 through [~~6~~] **7**.

**The Contractor shall:**

* At the direction of the CAM, assist the CEC in preparing the WAs in accordance with contract requirements.
* Submit all required WA documents to the CAM.
* Administer WAs.
* Develop project schedules and adhere to the promised schedules for deliverable delivery to the CEC.
* Provide audit and accounting services for all WAs.
* Determine the fiscal status of each WA and the overall Agreement.
* Prevent cost overruns.
* Provide oversight and first-level review of reports and documentation, and comment on the content of deliverables.
* Ensure that final deliverables have been reviewed for technical accuracy, are ready for publication, and comply with all web accessibility requirements.
* Adequately document all analyses so that the public can easily follow the logic of each analysis.
* Monitor and track each WA and the overall Agreement.
* Provide updated WA project schedules, as needed, and determine if each WA is on schedule and deliverables are satisfactory.
* Immediately report any significant variances affecting performance of WAs and recommend mitigation actions for consideration by the PM and CAM. Examples of significant variances include the inability to submit deliverables by key WA due dates, unavailability of key personnel that will affect timely submittal of deliverables, and key technical issues that would require change in scope, redirection of the effort, or discontinuation of the project.
* Track the start, progress, and closure of each WA.
* Coordinate with the CAM to close out completed WAs and remaining unallocated balances.

**The CAM shall:**

* Provide the WA template and specify the required content.

**Contractor Subtask Deliverables:**

* WA documents

**Subtask 1.6: Manage Subcontractors**

The goal of this subtask is to manage Subcontractors’ activities.

**The Contractor shall:**

* At the direction of and in collaboration with the CAM, review and prepare WA scopes, deliverables, and budgets.
* The Contractor is responsible for the quality of all Subcontractor work and for ensuring that Subcontractor work adheres to the promised schedule for deliverable delivery to the CEC.
* 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 1.7: 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.
* Prepare a schedule for completing the closeout activities for this Agreement, based on determinations made within the meeting.

**Contractor Subtask Deliverables:**

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

**Task 2: Energy Code Update Measure Identification and Analysis**

The goal of this task is to develop proposals for updates to the Energy Code’s residential and nonresidential provisions that include all of the information and analysis necessary to adopt amendments to the Energy Code and are consistent with the CEC’s goals.

At the direction of the WAM, the Contractor shall identify energy, GHG, and peak load savings opportunities (measures) for residential and nonresidential buildings for updates to the Energy Code, as well as assist in evaluating Measure Proposals submitted to staff by outside parties. The measures to be considered may include, but are not limited to, the following:

* More energy efficient levels of the measures currently included in the Energy Code;
* Measures for achieving California’s GHG reduction goals;
* Measures that are options for compliance in the performance standards, but are not required; and
* New measures proposed by stakeholders.

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

Contractor shall document the proposal for each measure in a draft Measure Proposal. See the [Building Energy Efficiency Measure Proposal Template](https://www.energy.ca.gov/media/3538) located for download at (https://www.energy.ca.gov/media/3538). Note this template will likely be updated for the 2028 Energy Code cycle.

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

Work in this task may also include:

* Review of national or international energy conservation codes for relevance to the Energy Code update;
* Review of Measure Proposals submitted to staff by outside parties;
* Assessment of new methods for determining compliance;
* Updates to the Compliance Manuals; and
* Development, research, and analysis of proposed or potential measures to meet the requirements for inclusion in the Energy Code.

**Contractor Task Deliverables:**

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

**Task 3: Energy and Climate Accounting Methodologies for the Energy Code**

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

At the direction of the WAM, the Contractor shall update existing and develop new accounting methodologies for assessing the effects of measures, as well as incorporate these accounting methodologies into an overall methodology for assessing the life cycle benefits and costs of proposed updates to the Energy Code.

**Subtask 3.1: Energy Accounting Methodologies**

The goal of this subtask is to update accounting methodologies used for the Energy Code to value the electricity and gas energy savings, including methods to value the cost of water used in buildings and the potential savings from water efficiency measures installed in buildings. The work in this task is expected to include, but not be limited to, the following:

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

**Contractor Subtask Deliverables:**

* Energy Accounting Methodology Report detailing the technical methods and tools used to assess measures for the Building Energy Efficiency Standards.
* Portions / chapters of financial impact documentation required under APA.
* Portions / chapters of environmental impact documentation required under CEQA.
* Other deliverables to be defined as needed through WAs.

**Subtask 3.2 – Life Cycle Cost Analysis**

The goal of this subtask is to update the methodology used to assess the building life cycle costs and savings for the measures to be considered in Energy Code updates, including leveraging of the energy accounting methodologies developed under Task 3.1. The work in this task is expected to include, but not be limited to, the following:

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

**Contractor Subtask Deliverables:**

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

**Task 4: Energy Code Software Tools Development and Maintenance**

The goal of this task is to update and create residential and nonresidential software tools and associated documentation essential for demonstrating compliance with the Energy Code. The work in this task is expected to include, but not be limited to, the following:

* Building energy modeling software tools development and maintenance.
* Piloting and beta testing new versions of the software tools, or other tools, with CEC staff and with building industry stakeholders, including research versions of the software tools used for Energy Code Update Measure Identification and Analysis.
* Modeling building design scenarios appropriate for energy efficient or low-carbon buildings to include at least the following systems and compliance options under the Energy Code:
	+ Energy storage systems (battery, thermal);
	+ Photovoltaic and solar thermal systems;
	+ Heating, Ventilation and Air-conditioning (HVAC) systems;
	+ Domestic and service water heating systems;
	+ Envelope and infiltration modeling;
	+ Lighting and daylight modeling;
	+ Covered process modeling; and
	+ Demand flexibility measures.
* Preparing instructions for users that explain how the software tools should be used to demonstrate compliance with the Energy Code.
* Preparing documentation that explains all significant modifications made to the Energy Code data dictionaries, compliance rulesets, and software tools.
* Providing support for software tools to ensure a successful transition to future versions.
* Developing or integrating existing parametric run generation capability that allows batch processing and analysis, results retrieval, and summary. Modifying software tools as needed to work with a parametric run generator to model existing and proposed technologies that need to be evaluated.
* Adding or updating modeling capabilities and compliance modeling rules within software tools essential for demonstrating compliance with the Energy Code.
* Developing functionality/tools that allow for the creation and evaluation of building energy metrics for newly constructed buildings and additions/alterations to existing buildings.
* Supporting development and implementation of performance compliance reporting for both CBECC and CBECC-Res, including integration with the registries and reporting schemas.

**Contractor Task Deliverables:**

* Energy Code compliance analysis software tools functional requirements
* Energy Code compliance analysis software tools specifications
* Energy Code compliance analysis software tools
* Energy Code compliance analysis software tools documentation
* Updates to software tools, as needed.
* Other deliverables to be defined as needed through WAs.

**Task 5: Energy Code Software Tools Documentation and Deployment**

The goal of this task is to support the CEC’s deployment of software tools essential for demonstrating compliance with the Energy Code. The work in this task is expected to include, but not be limited to, the following:

* Updating and tracking issues identified through the project team, end-users, and stakeholder reviews of the software tools and associated support documentation.
* Testing software tools through third parties and Subcontractors as needed (CEC staff may conduct its own testing).
* Developing and maintaining automated testing and batch processing capability for the software tools.
* Piloting and beta testing new versions of software tools with building industry stakeholders to identify and improve issues prior to release.
* Providing technical support to third-party software vendors for integration of Energy Code software tools into their software tools, including:
* Documenting all updates to the compliance data model and rulesets.
* Developing solutions to vendor issues as directed by the WAM.
* Establishing and/or maintaining a website to host open-source software tools, which may include a bug reporting/tracking mechanism.
* Maintaining or enhancing website(s) for reporting bugs, tracking support, and development issues and responses.
* Establishing procedures for the CEC to assume responsibility for the website(s) once deployed and functional. Subcontractors may continue to maintain/enhance the website(s) in the event of a transfer of ownership of the website(s) to the CEC.

**Contractor Task Deliverables:**

* Updated versions of software tools essential for demonstrating compliance with the Energy Code including updates to software tools documentation
* Software tools issue tracking reports
* Software tools source code posted to open-source online repository.
* Other deliverables to be defined through WAs.

**Task 6: Energy Code Compliance Documentation, Compliance Analysis & Compliance Data Infrastructure Support**

**The goal of this task is to provide technical support for developing, updating, and maintaining the California Energy Code compliance program. This includes updating data infrastructure, compliance documents (also known as “forms”), and other supporting documentation that aids the Energy Code compliance program.**

**This may include updating data dictionaries and other necessary data infrastructure to facilitate information exchange with Energy Code compliance software and data registries, and support services such as technical analysis and studies/reports, to enhance CEC’s oversight of Field Verification & Diagnostic Testing (FV&DT).**

**This task will involve updating Energy Code compliance documents and their related technical specifications, the current data registry technical and functional specifications, existing data exchange schemas, and other methods used to communicate Energy Code-related building energy performance, including performing technical analysis to support CEC decisions related to the Home Energy Rating and Labeling program. The work in this task is expected to include, but not be limited to, the following:**

* **Updating and improving Energy Code compliance forms.**
* **Enhancing the data dictionary.**
* **Updating the compliance document XML template infrastructure that is specified in the Energy Code.**
* **Reviewing and analyzing the results of CEC surveys of compliance documents.**
* **Updating the data registry requirements, as needed.**
* **Maintaining the accessibility and functionality of the Report Generator software service(s).**
* **Providing technical support to third parties involved in the Energy Code compliance program, such as AHJs, Energy Code compliance providers, Home Energy Rating System (HERS) Raters, Acceptance Test Technicians, and other Energy Code compliance professionals.**
* **Performing technical analysis to support CEC decisions related to the Home Energy Rating and Labeling program.**
* **Coordinating meetings with public stakeholders to support the proposal, adoption, and implementation of the proposed Home Energy Rating and Labeling program.**

**Contractor Task Deliverables:**

* **Updated compliance documents (forms)**
* **Updated data dictionaries**
* **Updated schemas for compliance documents**
* **Updated document templates (.xslt)**
* **Updated Data Registry Requirements Manual (DRRM)**
* **Updated Report Generator programming based on the above deliverables.**
* **Technical reports that support improvements to Energy Code compliance in both the residential and nonresidential sectors.**
* **Materials to support public workshops and formal proceedings to update California’s Home Energy Rating & Labeling program.**
* **Technical reports to support a CEC-proposed Home Energy Rating and Labeling program.**
* **Other deliverables to be defined as needed through WAs.**

**Task [**~~6~~**] 7: Contingencies**

The Contract team shall assist with work to develop program components beyond what is specifically described in Tasks 2[~~-5~~] **through 6** related to Energy Code Development Support. The work in this task is expected to include, but not be limited to, the following:

* Providing technical expertise to conduct unexpected research and analysis needed to develop program components as they arise throughout the Agreement period.
* Attending workshops and hearings to support the Energy Code and compliance software updates.
* General knowledge transfer to and training of CEC staff.

**Contractor Task Deliverables:**

* Other deliverables to be defined as needed through WAs.

## Agreement Deliverables

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

| **Task #** | **DELIVERABLES** | **TENTATIVE DUE DATES** |
| --- | --- | --- |
| **1** | **Agreement Management** |  |
| **1.1** | **Kick-Off Meeting** |  |
|  | An updated schedule of deliverables (if applicable) | Five (5) business days after theKick-Off Meeting |
|  | Form 700 (for individuals designated as consultants) | Thirty (30) calendar days after theKick-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 |
| **1.5** | **Management of WAs** |  |
|  | WA documents | As needed |
| **1.7** | **Final Meeting** |  |
|  | Written documentation of meeting agreements | Five (5) business days after theFinal Meeting |
|  | Schedule for completing closeout activities | Five (5) business days after theFinal Meeting |
| **1** | **Agreement Management** |  |
| **1.7** | **Final Meeting** |  |
|  | Findings, conclusions, and recommendations | Ten (10) business days after theFinal Meeting |
| **2** | **Energy Code Update Measure Identification and Analysis** |  |
|  | One or more Draft Measure Proposals | 4th quarter 2025 |
|  | One or more Final Measure Proposals | 1st quarter 2026 |
|  | Reports on research and analysis of proposed or potential measures, or other energy codes from other jurisdictions, states, and countries, as requested | TBD per WA |
|  | Compliance Manual updates | 2nd quarter 2027 |
|  | Other deliverables to be defined as needed through WAs | TBD per WA |
| **3** | **Energy and Climate Accounting Methodologies for the Energy Code**  |  |
|  | Energy Accounting Methodology Report | 2nd quarter 2025 |
|  | Life Cycle Cost Analysis Report | 2nd quarter 2025 |
|  | Portions / chapters of financial impact documentation required under APA | 2nd quarter 2026 |
|  | Portions / chapters of environmental impact documentation required under CEQA | 2nd quarter 2026 |
|  | Other deliverables to be defined as needed through WAs | TBD per WA |
| **4** | **Energy Code Software Tools Development and Maintenance**  |  |
|  | Energy Code compliance analysis software tools functional requirements | TBD per WA |
|  | Energy Code compliance analysis software tools specifications | TBD per WA |
|  | Energy Code compliance analysis software tools  | TBD per WA |
|  | Energy Code compliance analysis software tools documentation | TBD per WA |
|  | Updates to software tools, as needed | TBD per WA |
|  | Other deliverables to be defined as needed through WAs | TBD per WA |
| **5** | **Energy Code Software Tools Documentation and Deployment**  |  |
|  | Updated versions of software tools essential for demonstrating compliance with the Energy Code including updates to software tools documentation | TBD per WA |
|  | Software toolsissue tracking reports | TBD per WA |
|  | Software tools source code posted to open-source on-line repository | TBD per WA |
|  | Other deliverables to be defined as needed through WAs | TBD per WA |
| **6** | **Energy Code Compliance Documentation, Compliance Analysis & Compliance Data Infrastructure Support** |  |
|  | **Updated compliance documents (forms)** | **TBD per WA** |
| **6** | **Energy Code Compliance Documentation, Compliance Analysis & Compliance Data Infrastructure Support** |  |
|  | **Updated data dictionaries** | **TBD per WA** |
|  | **Updated schemas for compliance documents** | **TBD per WA** |
|  | **Updated document templates (.xslt)** | **TBD per WA** |
|  | **Updated DRRM** | **TBD per WA** |
|  | **Updated Report Generator programming based on the above deliverables** | **TBD per WA** |
|  | **Technical reports that support improvements to Energy Code compliance in both the residential and nonresidential sectors** | **TBD per WA** |
|  | **Materials to support public workshops and formal proceedings to update California’s Home Energy Rating & Labeling program** | **TBD per WA** |
|  | **Technical reports to support a CEC-proposed Home Energy Rating and Labeling program.** | **TBD per WA** |
|  | **Other deliverables to be defined as needed through WAs** | **TBD per WA** |
| [~~6~~] **7** | **Contingencies** |  |
|  | Other deliverables to be defined as needed through WAs | TBD per WA |

# III. SOQ Format, Required Documents, and Delivery

## About This Section

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

## Pricing/Rates Information

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

## Required Format for an SOQ

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

**Method for Delivery**

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

The method of delivery for this solicitation is the CEC’s [Grant Solicitation System](https://gss.energy.ca.gov/) (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. **The system will not allow electronic documents to be submitted after the SOQ due date and time. To avoid file size limitations, please submit each document as a separate file and do not combine multiple documents.**

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 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: Introduction) for more assistance.

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

## Organize Your SOQ as Follows:

### SECTION 1, Administrative Response

|  |
| --- |
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| * Contractor Status Form (Attachment 1)
 |
| * Darfur Contracting Act Form (Attachment 2)
 |
| * DVBE Declarations Form (Std. 843) (Attachment 3)
 |
| * Bidder Declaration Form (GSPD-05-105) (Attachment 4)
 |
| * Contractor Certification Clauses (Attachment 5)
 |
| * Iran Contracting Act Form (Attachment 8)
 |
| * Civil Rights Law Certification (Attachment 9)
 |
| * GenAI Reporting & Factsheet Form (Attachment 10)
 |

### SECTION 2, Technical Response

|  |
| --- |
| 1. Approach to Tasks in SOW
 |
| 1. Project Team Organizations Structure and Cost Minimization
 |
| 1. Project Team Relevant Experience and Qualifications
 |
| 1. Analytical Tools
 |
| 1. Client References (Attachment 7)
 |

1. **Approach to Tasks in SOW**
2. Describe the Firm’s general and specific proposed approaches to providing the following services listed in the SOW, highlighting outstanding features, qualifications, and experience of each team member.
	1. Agreement Management
	2. Energy Code Update Measure Identification and Analysis
	3. Energy and Climate Accounting Methodologies for the Energy Code
	4. Energy Code Software Tools Development and Maintenance
	5. Energy Code Software Tools Documentation and Deployment
	6. **Energy Code Compliance Documentation, Compliance Analysis & Compliance Data Infrastructure Support**

 [~~6~~]**7**) Contingencies

1. Demonstrate consistency with SOW emphasis and priorities.
2. Demonstrate thoroughness and clarity of SOQ.
3. Demonstrate experience with similar tasks.
4. Demonstrate understanding of SOW tasks.
5. Describe appropriateness of proposed approach to plan for ongoing support.
6. Describe effectiveness of proposed approach to apply building science to the resolution of Energy Code issues that may arise in the completion of the SOW tasks.
7. Describe effectiveness of proposed approach to specifying, developing, testing, and documenting building energy-related applications.
8. Describe approach for providing quality assurance for each team member’s technical deliverables.
9. Describe approach for effectively completing SOW tasks and deliverables in a timely manner.
10. **Project Team Organizational Structure and Cost Minimization**
11. Describe the organizational structure of the Firm, including providing an organizational chart of the entire contract team. Identifies the PM and includes a detailed back-up staffing plan for key contributors.
12. Explain how the Firm 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). Identifies this dedicated staff person and their back-up.
13. Identify the locations of the Firm’s and each Subcontractor’s headquarters and/or satellite office(s) and proposed methods of minimizing cost to the State. Without revealing hourly rates or cost, describe the efforts the Firm will take to minimize costs to the CEC in the successful performance of this Agreement. For example:
14. In-State Travel Costs – What policy will the Firm adopt as related to team member time charges when the team member is traveling and/or not working actively on the Agreement?
15. Out-of-State Travel Costs – It is the CEC’s intent to reimburse Contractor costs for airfare within California. If the Firm and/or team members are located out-of-state, will the Firm and/or team members establish an office in California and/or initiate all travel and related time charges from this California office, and not the out-of-state office? The CEC is interested in reimbursing for active time spent working on this Agreement, not travel.
16. Provide a short description of each Subcontractor and key members of the team. Describe the relationship between the Firm and the Subcontractors on your team. Indicate any history of a working relationship between the team members noting any significant stories.
17. Identify and provide details on any professional awards.
18. Describe the organization, composition, and functions to be performed by staff members of the Firm and any Subcontractors and how the staff is qualified to carry out the tasks in this Agreement.
19. Identify a primary contact person for the Firm and each Subcontractor. The primary contact person for the Firm must attend the discussion session described in Section IV (Evaluation Process and Criteria). At least one (1) individual representing the team’s expertise in each of the technical areas of your SOQ is encouraged to attend the discussion session.
20. Explain the Firm’s ability to recruit additional Subcontractors effectively and efficiently in response to CEC direction.
21. Describe the Firm’s ability to pay Subcontractors on a timely basis (ahead of receiving payment from the State).
22. Describe how the Firm will clearly differentiate the work and deliverables for this Agreement from other contracts with entities supporting the Energy Code.
23. **Project Team Relevant Experience and Qualifications**
	1. Firm Only:
24. Describe the Firm’s approach to the contract management and administration of this Agreement. Identify the Contract management team members.
25. Describe the qualifications of the Firm, and the planned approach to effectively provide direction, motivation, and vision to the team; to provide quality assurance for each team member’s performance; and to minimize turnover and provide a stable professional team, including the ability to quickly add and train new team members as needed.
26. Describe the ability to organize and manage a team of technical experts to effectively complete SOW tasks and deliverables in a timely manner.
27. Team Members including Firm:
28. 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.
29. Identify and list all the Firm’s staffs and Subcontractors (all team members) who will be committed to the tasks and describe their roles and responsibilities.
30. 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.
31. Identify the percentage of time each team member will be available throughout the Agreement.
32. Describe each team member’s familiarity with the technical expertise in performing pertinent tasks identified in the SOW.
33. **Analytical Tools**
34. Describe any technical capabilities that would facilitate communication with the CEC. Please note the team members must provide their own computers and software and these costs are not reimbursable under the Agreement.
35. Describe what types of computers and/or analytical tools will be used to accomplish the tasks listed in the SOW.
36. List the names and editions of all software to be used in accomplishing the tasks listed in the SOW.
37. **Client References**

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

# IV. Evaluation PROCESS and Criteria

## Selection Process Steps

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

### Administrative and Completeness Screening Criteria (Mandatory)

Each SOQ will be screened for compliance with the Administrative Screening Criteria below. The CEC will evaluate each SOQ to determine its responsiveness to these requirements. SOQs that fail or do not fully comply with any of the Administrative and Completeness Screening Criteria may be disqualified and eliminated from further evaluation.

* SOQ must be received by the exact time and date set for receipt of SOQs.
* SOQ must be responsive to the California DVBE participation requirements.
* Firm cannot be currently suspended for violating DVBE law. SOQ cannot include a Subcontractor currently suspended for violating DVBE law. Military & Veterans Code section 999.9(g).
* SOQ must include a properly executed Contractor Certification Clauses.
* SOQ must include a properly executed Darfur Contracting Act Form.
* SOQ must include a properly executed California Civil Rights Laws Certification Form.
* SOQ must include a properly executed GenAI Disclosure & Factsheet Form.
* SOQ must not contain false or intentionally misleading statements or references that do not support an attribute or condition contended by the Firm.
* SOQ must not be intended to erroneously and fallaciously mislead the State in its evaluation of the SOQ and the attribute, condition, or capability is a requirement of this RFQ.
* SOQ must not have a conflict of interest as stated in Section VI (Administration) of this RFQ.
* SOQ must not contain confidential information or contain any portion marked confidential.
* Firm must agree to the Terms and Conditions as attached to the solicitation (See Standard Agreement Example, Attachment 6). Firm must sign the Contractor Status Form indicating acceptance with the Terms and Conditions. Firm must not state anywhere in the SOQ that acceptance is based on modifications to those Terms and Conditions or separate Terms and Conditions.

### Grounds to Reject an SOQ

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

* The SOQ is unsigned.
* The SOQ is not prepared in the format described.
* The Firm has submitted multiple SOQs.
* The SOQ does not literally comply or contains caveats that conflict with the RFQ and the variation or deviation is not material, or it is otherwise non-responsive.
* The Firm has previously completed a Public Interest Energy Research (PIER) agreement, received the PIER Royalty Review letter, which the CEC annually sends out to remind past recipients of their obligations to pay royalties, and has not responded to the letter or is otherwise not in compliance with repaying royalties.
* The SOQ proposal includes use of Generative Artificial Intelligence that presents an unacceptable level of risk to the State, as determined by the CEC.

### Evaluation of Qualifications

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

### Ranking an SOQ

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

### Notice of Firms Selected for Discussions

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

### Discussions

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

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

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

## Notice of Selection

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

## Negotiations

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

The top ranked Firm will be required to submit:

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

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

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

## Notice of Proposed Award

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

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

## Scoring Scale

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

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

## Evaluation of SOQ – Criteria

| **WRITTEN Evaluation Criteria** | **Possible Points** |
| --- | --- |
| 1. **Approach to Tasks in SOW**
 | **30** |
| The degree to which the SOQ:1. Describes the Firm’s general and specific proposed approaches to providing the following services listed in the SOW, highlighting outstanding features, qualifications, and experience of each team member.
2. Agreement Management
3. Energy Code Update Measure Identification and Analysis
4. Energy and Climate Accounting Methodologies for the Energy Code
5. Energy Code Software Tools Development and Maintenance
6. Energy Code Software Tools Documentation and Deployment
7. **Energy Code Compliance Documentation, Compliance Analysis & Compliance Data Infrastructure Support**

[~~6~~]**7**) Contingencies 1. Demonstrates consistency with SOW emphasis and priorities.
2. Demonstrates thoroughness and clarity of SOQ.
3. Demonstrates experience with similar tasks.
4. Demonstrates understanding of SOW tasks.
5. Describes appropriateness of proposed approach to plan for ongoing support.
6. Describes effectiveness of proposed approach to apply building science to the resolution of Energy Code issues that may arise in the completion of the SOW tasks.
7. Describes effectiveness of proposed approach to specifying, developing, testing, and documenting building energy-related applications.
8. Describes approach for providing quality assurance for each team member’s technical deliverables.
9. Describes approach for effectively completing SOW tasks and deliverables in a timely manner.
 |  |
| 1. **Project Team Organizational Structure and Cost Minimization**
 | **30** |
| The degree to which the SOQ:1. Describes the organizational structure of the Firm, including providing an organizational chart of the entire contract team. Identifies the PM and includes a detailed back-up staffing plan for key contributors.
2. Explains how the Firm 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). Identifies this dedicated staff person and their back-up.
3. Identifies the locations of the Firm’s and each Subcontractor’s headquarters and/or satellite office(s) and proposed methods of minimizing cost to the State. Without revealing hourly rates or cost, describes the efforts the Firm will take to minimize costs to the CEC in the successful performance of this Agreement. For example:
4. In-State Travel Costs – What policy will the Firm adopt as related to team member time charges when the team member is traveling and/or not working actively on the Agreement?
5. Out-of-State Travel Costs – It is the CEC’s intent to reimburse Contractor costs for airfare within California. If the Firm and/or team members are located out-of-state, will the Firm and/or team members establish an office in California and/or initiate all travel and related time charges from this California office, and not the out-of-state office? The CEC is interested in reimbursing for active time spent working on this Agreement, not travel.
6. Provides a short description of each Subcontractor and key members of the team. Describes the relationship between the Firm and the Subcontractors on your team. Indicates any history of a working relationship between the team members noting any significant stories.
7. Identifies and provides details on any professional awards.
8. Describes the organization, composition, and functions to be performed by staff members of the Firm and any Subcontractors and how the staff is qualified to carry out the tasks in this Agreement.
9. Identifies a primary contact person for the Firm and each Subcontractor. The primary contact person for the Firm must attend the discussion session described in Section IV. At least one (1) individual representing the team’s expertise in each of the technical areas of your SOQ is encouraged to attend the discussion session.
 |  |
| 1. **Project Team Organizational Structure and Cost Minimization**
 | **(continued)** |
| 1. Explains the Firm’s ability to recruit additional Subcontractors effectively and efficiently in response to CEC direction.
2. Describes the Firm’s ability to pay Subcontractors on a timely basis (ahead of receiving payment from the State).
3. Describes how the Firm will clearly differentiate the work and deliverables for this Agreement from other contracts with entities supporting the Energy Code.
 |  |
| 1. **Project Team Relevant Experience and Qualifications**
 | **15** |
| The degree to which the SOQ:1. Firm Only:
2. Describes the Firm’s approach to the contract management and administration of this Agreement. Identifies the Contract management team members.
3. Describes the qualifications of the Firm, and the planned approach to effectively provide direction, motivation, and vision to the team; to provide quality assurance for each team member’s performance; and to minimize turnover and provide a stable professional team, including the ability to quickly add and train new team members as needed.
4. Describes the ability to organize and manage a team of technical experts to effectively complete SOW tasks and deliverables in a timely manner.
5. Team Members including Firm:
6. Documents the project team’s qualifications as they apply to performing the tasks described in the SOW. Describes the nature and scope of recently completed work as it relates to the SOW.
7. Identifies and lists all the Firm’s staffs and Subcontractors (all team members) who will be committed to the tasks and describe their roles and responsibilities.
8. Provides 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.
9. Identifies the percentage of time each team member will be available throughout the Agreement.
10. Describes each team member’s familiarity with the technical expertise in performing pertinent tasks identified in the SOW.
 |  |
| 1. **Analytical Tools**
 | **15** |
| The degree to which the SOQ:1. Describes any technical capabilities that would facilitate communication with the CEC.
2. Describes what types of computers and/or analytical tools will be used to accomplish the tasks listed in the SOW.
3. Lists the names and editions of all software to be used in accomplishing the tasks listed in the SOW.
 |  |
| 1. **Client References**
 | **5** |
| The Firm and each Subcontractor completed a Client Reference Form including a minimum of three (3) client references. |  |
| **WRITTEN EVALUATION CRITERIA MAXIMUM TOTAL** | **95** |
| **Evaluation of Written SOQ** *(Total Points)* |  |
| **DISCUSSION EVALUATION CRITERIA** | **5** |
| * Quality of presentation
* Clear and concise responses to questions
* Demonstrated knowledge of the subject/issues
 |  |
| **Evaluation of Discussion** *(Total Points)* |  |
| **Maximum Total Points**  | **100** |
| **Firm’s Score**  |  |
| **DVBE Incentive Points:** |  |
| **Final Adjusted Score** |  |

# V. Business Participation Programs (Preferences/Incentives)

## About This Section

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

This section describes the following business participation programs:

* DVBE Participation Compliance Requirements
* DVBE Incentive

## DVBE Participation Compliance Requirements

**DVBE Participation Required**

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

**Firm or Subcontractor Suspension**

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

**Two Methods to Meet DVBE Participation Requirement**

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

**Note the Contractor shall comply with all applicable statutory and regulatory DVBE requirements, which include adhering to the DVBE participation level identified in the SOQ. Please see the Standard Agreement Example (Attachment 6) Terms and Conditions for more information.**

**Required Forms**

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

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

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

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

**DVBE Definition**

For DVBE certification purposes, a "disabled veteran" is:

* A veteran of the US military, naval, or air service;
* The veteran must have a service-connected disability of at least ten percent (10%) or more; and
* The veteran must be domiciled in California.

**DVBE Certification and Eligibility**

* To be certified as a DVBE, your Firm must meet the following requirements in Military & Veterans Code section 99(b)(7):
	1. It is a sole proprietorship at least 51 percent (51%) owned by one (1) or more disabled veterans or, in the case of a publicly owned business, at least 51 percent (51%) of its stock is unconditionally owned by one (1) or more disabled veterans; a subsidiary that is wholly owned by a parent corporation, but only if at least 51 percent (51%) of the voting stock of the parent corporation is unconditionally owned by one (1) or more disabled veterans; or a joint venture in which at least 51 percent (51%) of the joint venture’s management, control, and earnings are held by one (1) or more disabled veterans.
	2. The management and control of the daily business operations are by one (1) or more disabled veterans. The disabled veterans who exercise management and control are not required to be the same disabled veterans as the owners of the business.
	3. It is a sole proprietorship, corporation, or partnership with its home office located in the United States, which is not a branch or subsidiary of a foreign corporation, foreign firm, or other foreign-based business.
* DVBE limited liability companies must be wholly owned by one or more disabled veterans (PCC section 10115.9).
* Each DVBE Firm listed on the DVBE Declarations Form Std. 843 (Attachment 3) and on the Bidder Declaration form GSPD-05-105 (Attachment 4) must be formally certified as a DVBE by the Office of Small Business and DVBE Services (OSDS). The DVBE program is not a self-certification program. Firms must submit applications to OSDS for DVBE certification by the SOQ due date to be counted as meeting participation requirements.

**Printing / Copying Services Not Eligible**

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

**To Find Certified DVBEs**

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

**Commercially Useful Function**

DVBEs must perform a Commercially Useful Function relevant to this solicitation, in order to satisfy the DVBE program requirements. CCR, Title 2, section 1896.62(l) provides:

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

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

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

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

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

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

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

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

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

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

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

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

**Compliance with Law; Information Verified**

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

**DVBE Report**

Upon completion of the contract for which a commitment to achieve DVBE participation was made, the Contractor that entered into a subcontract with a DVBE must certify in a report to the CEC: 1) the total amount the Prime Contractor received under the contract; 2) the name and address of the DVBE(s) that participated in the performance of the contract and the contract number; 3) the amount and percentage of work the Contractor committed to provide to one or more DVBEs under the requirements of the Contract and the amount each DVBE received from the Contractor; 4) that all payments under the contract have been made to the DVBE(s) (CEC may require proof that payment was made); and 5) the actual percentage of DVBE participation that was achieved. If the CEC does not receive the report, the CEC shall provide notice to the Contractor and if still not received, shall withhold $10,000 (or full payment if less than $10,000) from Contractor’s final payment. For more details about the $10,000 withholding, see specific Agreement language in the Standard Agreement Example (Attachment 6). A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. Military & Veterans Code section 999.5(d).

**OSDS**

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

Department of General Services

Office of Small Business and DVBE Services

Address: 707 3rd Street, 1st Floor, Room 400, West Sacramento, CA 95605

Phone: (916) 375-4940

Email: OSDSHelp@dgs.ca.gov

**DVBE Law**

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

## DVBE Incentive

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

**How the Incentive is Applied:**

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

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

**How the Incentive 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. Incentive points cannot be used to achieve any applicable minimum point requirements.

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

**Required Forms**:

* **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

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

# VI. Administration

## RFQ Defined

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

## Labor Rates

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

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

## Profit

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

##

## Definition of Key Words & Acronyms

Important definitions for this RFQ are presented below:

| **KeyWordS & Acronym** | **Definition** |
| --- | --- |
| Act | Darfur Contracting Act of 2008 |
| Agreement | Executed contract between the CEC and the Contractor |
| **AHJ** | **Authorities Having Jurisdiction** |
| APA | Administrative Procedures Act |
| BEES | Building Energy Efficiency Standards, including requirements in the Energy Code, voluntary standards in CALGreen, and associated Administrative Regulations in Title 24, Part 1 |
| Bid | Used interchangeably with SOQ throughout this RFQ |
| CALGreen | California Green Building Standards Code (CCR, Title 24, Part 11) |
| 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 |
| CBECC | California Building Energy Code Compliance software for nonresidential and multifamily buildings |
| CBECC-Res | California Building Energy Code Compliance software for single-family residential buildings |
| CCR | California Code of Regulations |
| CEC | California Energy Commission |
| CEQA | California Environmental Quality Act |
| COIA | Cost of Implementation Account  |
| Contractor | Firm awarded an Agreement from the CEC resulting from this RFQ |
| CSCR | California State Contracts Register |
| CSE | California Simulation Engine |
| 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 |
| **DRRM** | **Data Registry Requirements Manual** |
| DVBE | Disabled Veteran Business Enterprise |
| Energy Code | CCR, Title 24, Part 6 and associated administrative regulations in Title 24, Part 1 |
| EO | Executive Order |
| ERPA | Energy Resources Programs Account |
| Firm | Respondent to this RFQ |
| **FV&DT** | **Field Verification & Diagnostic Testing** |
| FY | Fiscal Year |
| G&A | General and Administrative |
| GenAI | Generative Artificial Intelligence |
| GHG | Greenhouse gas |
| GSS | Grant Solicitation System |
| **HERS** | **Home Energy Rating System** |
| HVAC | Heating, Ventilation, and Air-conditioning systems |
| LLC | Limited Liability Company |
| LLP | Limited Liability Partnership |
| LSC | Long-term System Cost, defined in CCR, Title 24, Part 1, is the CEC-projected present value of costs to California’s energy systems over a period of 30 years |
| LP | Limited Partnership |
| Measures | Energy, GHG, and peak load savings opportunities  |
| MS | Microsoft |
| **Nonresidential Compliance Manual** | **The Nonresidential Compliance Manual developed by the CEC, under PRC, section 25402.1(e), to aid designers, builders, and contractors in meeting the energy efficiency requirements for nonresidential buildings.** |
| 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 |
| Prime Contractor | Firm awarded an Agreement from the CEC resulting from this RFQ |
| **Residential Compliance Manual** | **The Residential Compliance Manual developed by the CEC, under PRC, section 25402.1(e), to aid designers, builders, and contractors in meeting the energy efficiency requirements for residential buildings.** |
| RFQ | Request for Qualifications (this entire document) |
| SOS | California Secretary of State |
| SOQ | Statement of Qualifications (formal written response to this RFQ from Firm) |
| SOW | Scope of Work |
| SQL | Structured Query Language |
| State | State of California |
| UNSPSC | United Nations Standard Products and Services Codes |
| US | United States |
| WA | Work Authorization |
| WAM | Work Authorization Manager |
| Warren-Alquist Act | The Warren-Alquist State Energy Resources Conservation and Development Act, PRC section 25000 et seq. |

## Cost of Developing SOQ

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

## Software Application Development

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

* MS ASP.NET framework version 4.6 or above
* MS ASP.NET MVC 5.0 or above
* MS ASP.Net Core 6.0 or above
* MS Entity Framework 6.0 or above
* MS Internet Information Services IIS 10.0 or above
* MS SQL (Structured Query Language)
* MS SQL Server 2016 or above
* MS SQL Reporting Services 2016 or above
* Visual Studio.NET 2019 or above
* Python, C# Programming Language with layered architectures (Presentation, Business logic, Data Access)
* 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’s Information Technology Services Branch.

## Printing Services

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

## Confidential Information

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

## Darfur Contracting Act of 2008

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

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

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

A scrutinized company may still, however, submit a bid or SOQ for a contract with a state agency for goods or services if the company first obtains permission from 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 SOQ 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:

1. Certify it is **not** on the current list of persons engaged in investment activities in Iran created by the DGS pursuant to PCC section 2203(b) and is not a financial institution extending $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 8)**; or
2. 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 8)**.

## 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 US government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under State law. By submitting a Bid or SOQ, 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/SOQ 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 SOQ, or executing a contract or renewal for a State of California contract for goods or services of $100,000 or more, a Firm must certify that it follows the Unruh Civil Rights Act (section 51 of the Civil Code) and the Fair Employment and Housing Act (section 12960 of the Government Code).

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

See Attachment 9.

## 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 SOQ.

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

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.”

## RFQ Cancellation and Amendments

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

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

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

## Errors

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

## Modifying or Withdrawal of SOQ

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

## Immaterial Defect

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

## Disposition of Firm’s Documents

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

## Firms’ Admonishment

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

## Agreement Requirements

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

## No Contract Until Signed and Approved

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

## Contract Amendment

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

## Conflict of Interest

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