

CONTRACT REQUEST FORM (CRF)

CEC-94 (Revised 01/13)

CALIFORNIA ENERGY COMMISSION

A) New Agreement 300-15-003 (To be completed by CGL Office)

B) Division	Agreement Manager:	MS-	Phone
ERDD	Reta Ortiz	43	327-1494

C) Contractor's Legal Name	Federal ID Number
Aspen Environmental Group	95-4337914

D) Title of Project
Technical Assistance for the Energy Research and Development Division EPIC Program

E) Term and Amount	Start Date	End Date	Amount
	4/1/2016	3/30/2022	\$ 3,000,000

F) Business Meeting Information			
<input type="checkbox"/> Operational agreement (see CAM Manual for list) to be approved by Executive Director			
<input type="checkbox"/> ARFVTP agreements under \$75K delegated to Executive Director.			
Proposed Business Meeting Date	2/10/2016	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Discussion
Business Meeting Presenter	Reta Ortiz	Time Needed:	5 minutes
Please select one list serve. EPIC (Electric Program Investment Charge)			

Agenda Item Subject and Description
Proposed resolution approving Agreement 300-15-003 with Aspen Environmental Group for a \$3,000,000 contract to provide technical support for the Energy Research and Development Division's EPIC program. Work will be assigned to the contractor on an "as needed" basis. (EPIC funding.) Contact: Reta Ortiz. (Staff presentation: 5 minutes)



G) California Environmental Quality Act (CEQA) Compliance

1. Is Agreement considered a "Project" under CEQA?
 Yes (skip to question 2) No (complete the following (PRC 21065 and 14 CCR 15378)):
 Explain why Agreement is not considered a "Project":
 Agreement will not cause direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment because

2. If Agreement is considered a "Project" under CEQA:
 a) Agreement **IS** exempt. (Attach draft NOE)
 Statutory Exemption. List PRC and/or CCR section number: Cal. Code Regs., tit. 14, § 15262
 Categorical Exemption. List CCR section number: Cal. Code Regs., tit. 14, § 15306
 Common Sense Exemption. 14 CCR 15061 (b) (3)

Explain reason why Agreement is exempt under the above section:
 Cal. Code Regs., tit. 14, § 15061(b)(3) provides that where it can be seen with certainty that there is no question that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. In this case, the proposed project will not involve any construction. It is mainly for technical review of proposals, technical writing and editing, and program evaluation, all activities to be conducted in an office, on paper or electronically. For this reason, it can be seen with certainty that the project will have no significant effect on the environment, falls within Â§ 15061, and is not subject to CEQA.

In the alternative, Cal. Code Regs., tit. 14, § 15306 provides that basic data collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource are determined not to have a significant effect on the environment and are therefore exempt from the provisions of CEQA. In this case, the proposed project will consist mainly of evaluation of proposals; collecting information on and evaluating the efficacy of projects funded by the Energy Commission; and collecting information on and evaluating the efficacy of the Energy Commission's Electric Program Investment Charge program as a whole. Because the project consists in large part of information gathering and evaluation, it falls within § 15306, will not have a significant effect on the environment, and is not subject to CEQA.

Also in the alternative, Cal. Code Regs., tit. 14, § 15262 provides that feasibility or planning studies for possible future actions which the commission has not approved do not require the preparation of an EIR or negative declaration, but does require consideration of environmental factors. In this case, one component of the project may be to produce studies on the feasibility of and logistics for removal, transportation, and storage of equipment purchased with Energy Commission funds but no longer in use by fund recipients. After studying how to complete, and develop a plan for, removal; transportation; and storage, the recipient under this project may then be asked to perform that removal, transportation, and storage. The exact nature of this work is to be determined as a need for equipment removal arises, depending on the equipment to be removed. The feasibility studies and plans themselves will have no impact on the environment, because information gathering may include a site visit only, and most work will be done on paper or electronically. Once the project recipient develops a plan for the removal, transportation, and storage of a particular piece of equipment, the Energy Commission will evaluate the environmental impacts, if any, of that particular work prior to approving it. It is notable that, based on previous equipment removal that has been a part of other projects, it is not expected that the work will result in any significant effect on the environment. For these reasons, the proposed work falls within section 15262.

b) Agreement **IS NOT** exempt. (Consult with the legal office to determine next steps.)
 Check all that apply
 Initial Study Environmental Impact Report
 Negative Declaration Statement of Overriding Considerations
 Mitigated Negative Declaration

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H) List all subcontractors (major and minor) and equipment vendors: (attach additional sheets as necessary)				
Legal Company Name:	Budget	SB	MB	DVBE
Advanced Cooling Solutions	\$ 0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bevilacqua-Knight, Inc.	\$ 0	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bridgestone Associates Ltd.	\$ 0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Carlos T Verdin	\$ 0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Collaborative Economics	\$ 0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Davis Energy Group, Inc.	\$ 0	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Desert Research Institute	\$ 0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DNV GL	\$ 0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
EAPC Wind Energy Services, LLC	\$ 0	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
EGS, Inc.	\$ 0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Enterprise Futures	\$ 0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Geothermal Energy Solutions	\$ 0	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Grace Design	\$ 0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Granite Financial Solutions	\$ 0	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Greenhouse Marketing & Design, Inc.	\$ 0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Integrity Global Management	\$ 0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
J. Henneforth & Associates	\$ 0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
LED Lighting Advisors	\$ 0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lutzenhiser Associates	\$ 0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Melonhead Studio LLC.	\$ 0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NorCal Valuation, Inc.	\$ 0	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Power Innovation Consultants, LLC.	\$ 0	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Risk Science Associates	\$ 0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Riverside Energy Efficiency at Texas A&M	\$ 0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sencer Appraisal Associates, LLC.	\$ 0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Navigant	\$ 0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Life Cycle Associates	\$ 0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Glumac	\$ 0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
GEI Consultants, Inc.	\$ 0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Essergy	\$ 0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Redhorse Corporation	\$ 0	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Strategic Resource Advisors, LLC	\$ 0	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

I) List all key partners: (attach additional sheets as necessary)

Legal Company Name:

J) Budget Information			
Funding Source	Funding Year of Appropriation	Budget List No.	Amount
EPIC	14-15	300.001B	\$1,000,000.00
EPIC	15-16	300.001C	\$1,000,000.00
EPIC	16-17	300.001D	\$1,000,000.00
			\$
			\$
			\$
R&D Program Area: ESRO: PSU		TOTAL:	\$3,000,000.00
Explanation for "Other" selection			
Reimbursement Contract #:		Federal Agreement #:	

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CALIFORNIA ENERGY COMMISSION



K) Contractor's Administrator/ Officer				Contractor's Project Manager			
Name:	Elise Camacho			Name:	Hamid Rastegar		
Address:	5020 CHESEBRO RD STE 200			Address:	5020 CHESEBRO RD STE 200		
City, State, Zip:	AGOURA HILLS, CA 91301-2285			City, State, Zip:	AGOURA HILLS, CA 91301-2285		
Phone:	818-597-80001/	Fax:	- -	Phone:	818-597-3407 /	Fax:	- -
E-Mail:	ecamacho@aspenerg.com			E-Mail:	hrastegar@aspenerg.com		

L) Selection Process Used (For amendments, address amendment exemption or NCB, do not identify solicitation type of original agreement.)							
<input checked="" type="checkbox"/>	Solicitation	RFP	Solicitation #:	RFP-15-318	# of Bids:	1	Low Bid? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes
<input type="checkbox"/>	Non Competitive Bid (Attach CEC 96)						
<input type="checkbox"/>	Exempt Select Exemption (see instructions)						

M) Contractor Entity Type	
<input checked="" type="checkbox"/>	Private Company (including non-profits)
<input type="checkbox"/>	CA State Agency (including UC and CSU)
<input type="checkbox"/>	Government Entity (i.e. city, county, federal government, air/water/school district, joint power authorities, university from another state)

N) Is Contractor a certified Small Business (SB), Micro Business (MB) or DVBE?		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Yes
If yes, check appropriate box:		<input type="checkbox"/> SB	<input type="checkbox"/> MB <input type="checkbox"/> DVBE

O) Civil Service Considerations	
<input type="checkbox"/>	Not Applicable (Agreement is with a CA State Entity or a membership/co-sponsorship)
<input type="checkbox"/>	Public Resources Code 25620, et seq., authorizes the Commission to contract for the subject work. (PIER)
<input checked="" type="checkbox"/>	The Services Contracted: <ul style="list-style-type: none"> <input type="checkbox"/> are not available within civil service <input checked="" type="checkbox"/> cannot be performed satisfactorily by civil service employees <input checked="" type="checkbox"/> are of such a highly specialized or technical nature that the expert knowledge, expertise, and ability are not available through the civil service system.
<input checked="" type="checkbox"/>	The Services are of such an: <ul style="list-style-type: none"> <input type="checkbox"/> urgent <input type="checkbox"/> temporary, or <input checked="" type="checkbox"/> occasional nature that the delay to implement under civil service would frustrate their very purpose.
Justification:	
<p>The primary work being done in this contract will be review of project proposals. The Energy Commission R&D division releases solicitations for proposals which vary widely in their scope and complexity, from electricity load forecasting to building efficiency to climate impacts on grid stability. Aspen, the proposed Contractor, has the experience, expertise, knowledge, and skills to provide in-depth evaluation of technical merits of proposals on a wide range of highly complex subject areas. In addition, the work will involve assessment of the financial health of applicants to solicitations, which will necessitate detailed knowledge of a variety of markets, including emerging and fringe markets. Again, Aspen provides the experience, knowledge, and skills to provide in-depth financial analysis across a wide range of markets. For these reasons, the proposed work is of such a highly specialized or technical nature such that the nexus of expert knowledge, expertise, and ability to evaluate a range of multiple, complex technical and financial components are not available through the civil service system.</p> <p>Secondly, another component of work under this contract will be evaluation of Energy Commission programs' efficacy. To ensure impartiality, it is essential that this work be done by an entity outside of civil service.</p> <p>Finally, the work under this proposed contract will be needed on occasion; for example, when situations arise where Energy Commission staff does not have the expertise to adequately assess the technical merits of a particularly complex proposal. Other work, such as support to prepare feasibility studies, develop outreach materials, and the like, will also be needed occasionally as need arises when program workload peaks and a critical need arises that cannot be filled by civil service employees. To hire civil service employees to perform this work would be impractical because it is not long-term and by the time hiring is completed the need would have passed, and in some instances the necessary level of expertise may not be available within civil service. For these reasons, the services proposed under this contract are of such an occasional nature that the delay to implement them under civil service would frustrate their very purpose.</p>	



P) Payment Method

A. Reimbursement in arrears based on:
 Itemized Monthly Itemized Quarterly Flat Rate One-time
 B. Advanced Payment
 C. Other, explain:

Q) Retention

1. Is Agreement subject to retention? No Yes
 If Yes, Will retention be released prior to Agreement termination? No Yes

R) Justification of Rates

Staff has compared the Contractor's proposal's average loaded hourly rates with two of our previous competitively bid technical support contracts and found the rates submitted by the contractor were comparable. Staff has determined the rates are appropriate for the services provided under this technical support contract.

S) Disabled Veteran Business Enterprise Program (DVBE)

1. Exempt (Interagency/Other Government Entity)
 2. Meets DVBE Requirements DVBE Amount:\$ 90,000.00 DVBE %: 3
 Contractor is Certified DVBE
 Contractor is Subcontracting with a DVBE: Granite Financial Solutions, Inc. and Redhorse Corporation
 3. Contractor selected through CMAS or MSA with no DVBE participation.
 4. Requesting DVBE Exemption (attach CEC 95)

T) Miscellaneous Contract Information

1. Will there be Work Authorizations? No Yes
 2. Is the Contractor providing confidential information? No Yes
 3. Is the Contractor going to purchase equipment? No Yes
 4. Check frequency of progress reports
 Monthly Quarterly _____
 5. Will a final report be required? No Yes
 6. Is the contract, with amendments, longer than a year? If yes, why? No Yes

The Department of General Services has agreed to execute this multi-year contract. This term provides continuity of services to the Program through the duration of the first two EPIC Investment Plan periods. It is also consistent with the life of the EPIC funding that is allocated for these services.

U) The following items should be attached to this CRF (as applicable)

1. Exhibit A, Scope of Work	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Attached
2. Exhibit B, Budget Detail	<input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Attached
3. CEC 96, NCB Request	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Attached
4. CEC 30, Survey of Prior Work	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Attached
5. CEC 95, DVBE Exemption Request	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Attached
6. CEQA Documentation	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Attached
7. Resumes	<input checked="" type="checkbox"/> N/A	<input type="checkbox"/> Attached
8. CEC 105, Questionnaire for Identifying Conflicts		<input checked="" type="checkbox"/> Attached

 Agreement Manager Date Office Manager Date Deputy Director Date

EXHIBIT A SCOPE OF WORK

TASK ACRONYM/TERM LISTS

A. Task List

Task #	Task Name
1	Agreement Management
2	Proposal Reviews
3	Cross-Cutting Program Support

B. Acronym/Term List

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

Acronym	Definition
CAM	Commission Agreement Manager
CAO	Commission Agreement Officer
Contractor	Aspen Environmental Group
CPR	Critical Project Review
Energy Commission	California Energy Commission
EPIC	Electric Program Investment Charge
ERDD	Energy Research and Development Division
IOU	Investor-Owned Utility
PM	Project Manager
SOW	Scope of Work
State	State of California
WA	Work Authorization

PURPOSE OF AGREEMENT, BACKGROUND, GOALS AND OBJECTIVES

A. Purpose of Agreement

The purpose of this Agreement is to provide technical support services for the Energy Commission's Energy Research and Development Division's (ERDD) Electric Program Investment Charge (EPIC) Program.

B. Background

The EPIC Program, an electricity ratepayer surcharge established by the California Public Utilities Commission (CPUC) in December 2011. The purpose of the EPIC program is to benefit ratepayers by funding clean energy technology projects that promote greater electricity reliability, lower costs, and increased safety. In addition to providing ratepayer benefits, funded projects must lead to technological advancement and breakthroughs to overcome the barriers that prevent the achievement of the state's statutory energy goals.

Annual program funds total \$162 million per year, 80 percent of which will be administered by the Energy Commission and 20 percent of which will be administered by the three major investor-owned utilities (IOUs): Pacific Gas and Electric Company, San Diego Gas & Electric Company, and Southern California Edison Company. All EPIC projects must fall within the following program areas identified by the CPUC:

- Applied Research and Development;

EXHIBIT A

SCOPE OF WORK

- Technology Demonstration and Deployment; and
- Market Facilitation

In addition, projects must fall within one of the general focus areas (“strategic objectives”) identified in the Energy Commission’s EPIC Investment Plan and within one or more specific focus areas (“funding initiatives”) identified in the plan.

For purposes of this Agreement, the Contractor will perform the tasks as specified in the Scope of Work (SOW) and Schedule of Deliverables and Due Dates of this Agreement under the direction of the CAM.

C. Agreement Structure

The CAM oversees the management and administration of this Agreement as specified under Task 1 in this SOW. This Agreement includes defined technical support projects under Task 2 in this SOW, in which the project scope will be essentially the same for each work request; however, any work under this task will not be undertaken by the Contractor unless given prior written authorization by the CAM. In addition, this Agreement includes other technical support projects under Task 3 in this SOW, in which the project scope will vary for each work request; therefore, any work under this task shall not be undertaken by the Contractor unless authorized by the CAM through a written document called a “Work Authorization” (WA) that specifies the project tasks, deliverables, schedule, and costs. WAs must be signed by both the CAM and Contractor before any work can begin.

The Energy Commission Project Manager (PM) works with the Contractor, in consultation with the CAM, to manage defined technical projects under Task 2 and other technical support WA projects under Task 3.

All work performed by the Contractor under Tasks 2 and 3 will be requested and authorized by the CAM on an as-needed basis. Therefore, work will depend on the demand for service. As demand is uncertain, there will be no guarantee of work for the Contractor or any subcontractor.

D. Goals and Objectives of Agreement

Agreement Goals

The primary goal of this Agreement is to provide assistance with technical reviews and cost evaluations of project proposals submitted to the Energy Commission for EPIC Program solicitations (grants and contracts). A secondary goal is to provide technical assistance with a variety of activities in support of the Energy Commission’s EPIC Program.

Agreement Objectives

The objective of this Agreement is to provide expertise in the evaluation of EPIC technical projects, development, design and review of a variety of EPIC Program and project activities, as well as general project management to administer this Agreement. Expertise is needed in the following areas:

- Agreement Management
- Buildings End-Use Energy Efficiency
- Industrial, Agriculture and Water End-Use Energy Efficiency

EXHIBIT A SCOPE OF WORK

- Renewable Energy Technologies
- Energy-Related Advanced Generation
- Energy-Related Environmental Research
- Energy Technology Systems Integration
- Energy-Related Transportation
- Market Facilitation
- Cross-Cutting Program Support

Selection of Contractor and Subcontractor Personnel for Task 2 - Proposal Reviews and Task 3 - Cross-Cutting Program Support

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

- Depth and breadth of the personnel's education, expertise, experience, knowledge, skills, and abilities to perform the work.
- Availability of personnel.
- Available budget.
- Upon Energy Commission's request, the Contractor shall submit to the CAM a current resume for each proposed contractor or subcontractor personnel, a cover letter briefly describing their qualifications relevant to a particular work request and a budget.
- When requested by the CAM, contractor and subcontractor personnel must respond by email to the Contractor, to confirm that they have the qualifications and availability to perform the work or that they decline the work requested.
- Work assigned under each task will be completed with only the personnel chosen to perform the work, as approved in writing by the CAM.

ADMINISTRATIVE TASK

TASK 1 AGREEMENT MANAGEMENT

The goal of this task is for oversight, management, and administrative duties performed by the Contractor under this Agreement. The specific tasks, duties, and responsibilities are specified in the SOW of this Agreement. The Contractor shall manage all administrative tasks and technical tasks specified in the SOW of this Agreement under the direction of the CAM. All work for individual technical projects and WA projects performed by the Contractor team shall be directed by and coordinated with the CAM or Project Manager as designated by the CAM. All work under this Agreement shall not be undertaken by the Contractor unless authorized by the CAM through written approval or through a written WA signed by both the CAM and Contractor.

Authorized expenses for agreement management must be directly related to completing Task 1 activities in this Agreement, such as:

- Agreement administration.

EXHIBIT A SCOPE OF WORK

- Travel for meetings or other events as needed under Task 1. All travel requires prior written approval by the CAM.
- Postage fees for mailing hardcopy invoices, deliverables, and other documents as needed under Task 1.
- Other Equipment, Materials and Miscellaneous costs as needed under Task 1. These require prior written approval by the CAM.

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

WAs for Task 1 are not required. Task 1 Agreement Management term end date shall be the same as the Agreement term end date.

DELIVERABLES

Subtask 1.1 Deliverables

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

The Contractor shall:

For deliverables that require a draft version

- Submit all draft deliverables to the CAM for review and comment in accordance with the Project Schedule (Part V). The CAM will provide written comments to the Contractor on the draft deliverable within 15 days of receipt, unless otherwise specified in the task/subtask for which the deliverable is required.
- Submit the final deliverable to the CAM once agreement has been reached on the draft. The CAM will provide written approval of the final deliverable within 15 days of receipt, unless otherwise specified in the task/subtask for which the deliverable is required.
- If the CAM as specified by the work assignment determines that the final deliverable does not sufficiently incorporate his/her comments, submit the revised deliverable to the CAM or PM within 10 days of notice by the CAM, unless the CAM specifies a longer time period.

For deliverables that require a final version only

- Submit the deliverable to the CAM for approval.
- If the CAM determines that the deliverable requires revision, submit the revised deliverable to the CAM within 10 days of notice by the CAM, unless the CAM specifies a longer time period.

EXHIBIT A

SCOPE OF WORK

For all deliverables

Report Format

When creating reports, the Contractor shall use and follow, unless otherwise instructed in writing by the CAM, the latest version of the following reports published on the Energy Commission's web site:

- *Consultant Reports Style Manual:*
http://www.energy.ca.gov/contracts/consultant_reports/index.html
- *Energy Commission's Style Manual:*
http://energynet/Exec/doc_production/commission_reports/index.html
- Each final deliverable shall be delivered as one original, reproducible, 8 ½" by 11", camera-ready master in black ink. Illustrations and graphs shall be sized to fit an 8 ½" by 11" page and readable if printed in black and white.

Electronic File Format

The Contractor shall submit all data and documents required as deliverables in accordance with the following Instructions for Submitting Electronic Files and Developing Software:

- **Electronic File Format**

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

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

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

- **Software Application Development**

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

- Microsoft ASP.NET framework (version 3.5 and up). Recommend 4.0.
- Microsoft Internet Information Services (IIS), (version 6 and up). Recommend 7.5.
- Visual Studio.NET (version 2008 and up). Recommend 2010.

EXHIBIT A SCOPE OF WORK

- C# Programming Language with Presentation (UI), Business Object and Data Layers.
- SQL (Structured Query Language).
- Microsoft SQL Server 2008, Stored Procedures. Recommend 2008 R2.
- Microsoft SQL Reporting Services. Recommend 2008 R2.
- XML (external interfaces).

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

MEETINGS

Subtask 1.2 Kick-off Meeting

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

The Contractor shall:

- Attend a "Kick-off" meeting with the CAM, the Commission Agreement Officer (CAO), a representative of the Accounting Office, and any other Energy Commission staff relevant to the Agreement. The Contractor will bring its Project Manager, Contract Administrator, Accounting Officer, and any other individuals designated by the CAM to this meeting. The administrative and technical aspects of the Agreement will be discussed at the meeting. Prior to the meeting, the CAM will provide an agenda to all potential meeting participants. The meeting may take place in person and will be held in Sacramento, California at a specific location designated by the CAM, or by electronic conferencing (e.g., WebEx), with approval of the CAM.

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

- Terms and conditions of the Agreement;
- An updated Agreement Schedule;
- The CAM's expectations for accomplishing administrative tasks described in the SOW;
- Administrative deliverables (subtask 1.1);
- Critical project review meetings and briefings (subtask 1.3);
- Progress reports and invoices (subtask 1.5);
- Subcontracts (subtask 1.9);
- Final Report (subtask 1.6);
- Permit Documentation (subtask 1.7)
- Work Authorization template (subtask 1.8); and
- Any other relevant topics.

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

- The CAM's expectations for accomplishing technical tasks described in the SOW;

EXHIBIT A SCOPE OF WORK

- Technical deliverables (subtask 1.1);
- Technical Progress reports and invoices (subtask 1.5);
- Technical Final Report (subtask 1.6); and
- Any other relevant topics.
- Provide an *Updated Agreement Schedule* and any applicable *List of Permits*, as needed to reflect any changes in the documents.

The CAM shall:

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

Contractor Deliverable:

- Updated Agreement Schedule and Deliverables (*if applicable*)

CAM Deliverable:

- Kick-off Meeting Agenda

Subtask 1.3 - Critical Project Review (CPR) Meetings and Briefings

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

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

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

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

Briefings may take place as determined by the CAM. Briefings take place at the Energy Commission, but they may take place at another location, or may be conducted via electronic conferencing (e.g., WebEx), teleconference, telephone, e-mail, or in-person as determined by the CAM.

The Contractor shall:

- Prepare a *CPR Report* for each CPR meeting that: (1) discusses the progress of the Agreement toward achieving its goals and objectives; and (2) includes recommendations and conclusions regarding continued work on the project.

EXHIBIT A SCOPE OF WORK

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

The CAM shall:

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

Contractor Deliverables:

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

CAM Deliverables:

EXHIBIT A SCOPE OF WORK

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

Subtask 1.4 - Final Meeting

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

The Contractor shall:

- Meet with Energy Commission staff to present project findings, conclusions, and recommendations. The final meeting must be completed during the closeout of this Agreement prior to the term end date. This meeting will be attended by the Contractor and CAM, at a minimum. This meeting may take place in person and will be held in Sacramento CA at a specific location designated by the CAM, or by electronic conferencing (e.g., WebEx), with approval of the CAM.

The technical and administrative aspects of Agreement closeout will be discussed at the meeting, which may be divided into two separate meetings at the CAM's discretion.

- The technical portion of the meeting will involve the presentation of findings, conclusions, and recommended next steps (if any) for the Agreement, based on the information included in the Final Report as specified by the CAM. The CAM will determine the appropriate meeting participants.
- The administrative portion of the meeting will involve a discussion with the CAM and the CAO of the following Agreement closeout items (*where applicable*):
 - Disposition of any state-owned equipment.
 - Need to file a Uniform Commercial Code Financing Statement (Form UCC-1) regarding the Energy Commission's interest in patented technology.
 - The Energy Commission's request for specific "generated" data (not already provided in Agreement deliverables).
 - Need to document the Contractor's disclosure of "subject inventions" developed under the Agreement.
 - "Surviving" Agreement provisions such as repayment provisions and confidential deliverables.
 - Final invoicing and release of retention.

EXHIBIT A SCOPE OF WORK

- Prepare a written *Final Meeting Agreement Summary* that documents any agreement made between the Contractor and Commission staff during the meeting, and documents any unresolved activities.
- Prepare a written *Schedule for Completing Agreement Closeout Activities* for this Agreement, based on determinations made within the meeting.
- Provide *All Draft and Final Written Deliverables* on a CD-ROM or USB memory stick, organized by the tasks in the Agreement.

Deliverables:

- Final Meeting Agreement Summary
- Schedule for Completing Agreement Closeout Activities
- CD-ROM or USB memory stick containing ALL draft and final written deliverables provided under this Agreement, organized by task

REPORTS AND INVOICES

Subtask 1.5 Progress Reports and Invoices

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

The Contractor shall:

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

EXHIBIT A SCOPE OF WORK

Deliverables:

- Monthly Progress Reports
- Monthly Invoices
- Invoice Backup Documentation

Subtask 1.6 Final Report

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

The Final Report shall be prepared in language easily understood by the public or layperson with a limited technical background.

The Final Report must be completed before the termination date of the Agreement in accordance with the Schedule of Deliverables.

The Final Report shall be a public document. If the Contractor has obtained confidential status from the Energy Commission and will be preparing both a public and a confidential version of the Final Report, the Contractor shall perform the following subtasks for both the public and confidential versions of the Final Report.

Subtask 1.6.1 Final Report Outline

The Contractor shall:

- Prepare a *Final Report Outline* in accordance with the *Style Manual* provided by the CAM or format as specified by the CAM, such as a summary of all work performed under this Agreement.
- Submit a draft of the outline to the CAM for review and comment.
- Once agreement has been reached on the draft, submit the final outline to the CAM, incorporating CAM comments. The CAM will provide written approval of the final outline within 10 days of receipt.

Contractor Deliverable:

- Final Report Outline (draft and final)

CAM Deliverable:

- Style Manual

Subtask 1.6.2 Final Report

The Contractor shall:

- Prepare a *Final Report* for this Agreement in accordance with the approved Final Report Outline and the Style Manual provided by the CAM or format as specified by the CAM, such as a summary of all work performed under this Agreement.

EXHIBIT A SCOPE OF WORK

- Submit a draft of the report to the CAM for review and comment. Once agreement on the draft report has been reached, the CAM will forward the electronic version for Energy Commission internal approval. Once the CAM receives approval, he/she will provide written approval to the Contractor.
- Submit one bound copy of the Final Report, to the CAM, incorporating CAM comments.

Deliverables:

- Final Report (draft and final)

PERMITS AND SUBCONTRACTS

Subtask 1.7 Permits

The goal of this subtask is to obtain all permits required for work completed under this Agreement in advance of the date they are needed to keep the Agreement schedule on track.

Permit costs and the expenses associated with obtaining permits are not reimbursable under this Agreement. Therefore, the budget for this subtask will be zero dollars. Permits must be identified and obtained before the Contractor may incur any costs related to the use of the permit(s) for which the Contractor will request reimbursement.

The Contractor shall:

- Prepare a *Permit Status Letter* that documents the permits required to conduct this Agreement and submit it to the CAM at least 2 working days prior to the kick-off meeting. If no permits are required at the start of this Agreement, then state this in the letter. If permits will be required during the course of the Agreement, provide in the letter:
 - A list of the permits that identifies: (1) the type of permit; and (2) the name, address, and telephone number of the permitting jurisdictions or lead agencies.
 - The schedule the Contractor will follow in applying for and obtaining the permits.

The list of permits and the schedule for obtaining them will be discussed at the Kick-off meeting (subtask 1.2), and a timetable for submitting the updated list, schedule, and copies of the permits will be developed. The impact on the project if the permits are not obtained in a timely fashion or are denied will also be discussed. If applicable, permits will be included as a line item in progress reports and will be a topic at CPR meetings.

- If during the course of the Agreement additional permits become necessary, then provide the CAM with an *Updated List of Permits* (including the appropriate information on each permit) and an *Updated Schedule for Acquiring Permits*.
- Send the CAM a *Copy of Each Approved Permit*.
- If during the course of the Agreement permits are not obtained on time or are denied, notify the CAM within 5 days. Either of these events may trigger a CPR meeting.

Deliverables:

- Permit Status Letter (*if applicable*)
- Updated List of Permits (*if applicable*)
- Updated Schedule for Acquiring Permits (*if applicable*)
- Copy of each Approved Permit (*if applicable*)

EXHIBIT A

SCOPE OF WORK

Subtask 1.8 Subcontracts

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

The Contractor shall:

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

Deliverables:

- Subcontracts (*draft and final if required by the CAM*)

WORK AUTHORIZATIONS

Subtask 1.9 Work Authorizations

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 Task 3.

The Contractor shall:

- Help prepare WAs in accordance with the contract requirements.
 - The WA format and content shall be specified by the CAM.
 - The WA end date should be no later than 60 days prior to the term end date of the Agreement. This allows the Contractor time to complete closeout activities for all WAs and to prepare the Final Report.
 - Submit all required *WA Documents* to the CAM.

EXHIBIT A

SCOPE OF WORK

- Administer WAs
 - Establish and maintain contractual agreements with entities performing work.
 - Develop project schedules.
 - Manage subcontractor activities in accordance with the Agreement terms and conditions.
 - Provide oversight and first-level review of reports and documentation, and comment on the content of deliverables.
 - Review and approve all WA invoices.
 - Provide audit and accounting services for all WAs.
 - Immediately report any significant variances affecting performance of WAs and recommend mitigation actions for consideration by the Project Manager and CAM. Examples of significant variances include the inability to submit deliverables by key WA due dates, unavailability of key personnel that will effect timely submittal of deliverables, and key technical issues that would require change in scope, redirection of the effort, or discontinuation of the project.
 - Coordinate with the CAM to close out completed WAs and remaining unallocated balances.
- 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.
 - Determine the fiscal status of each WA and the overall Agreement.
 - Prevent cost overruns.
 - Track the start, progress, and closure of each WA.

Deliverables:

- WA Documents
- Updated WA Project Schedules

TECHNICAL TASKS

TASK 2 PROPOSAL REVIEWS

The goal of this task is to review and evaluate project proposals (for grants, loans, or contracts) submitted for EPIC Program solicitations for technical merit and need, technical approach, impacts and benefits to California Investor-Owned Utility (IOU) ratepayers, team qualifications, technical and financial capabilities and resources, budget and cost effectiveness, loaded versus unloaded rates, and assessment of the company's financial strength and stability. The CAM will provide the Contractor with a Sample Proposal Evaluation Criteria for an example of the criteria to be evaluated for the energy project technical proposal reviews. The Contractor will not score proposals, but will provide technical advice to Energy Commission scorers.

EXHIBIT A

SCOPE OF WORK

Activities under Task 2 are on an as-needed basis. Assignments for Task 2 do not require a WA, but must be authorized in writing by the CAM before any work can officially begin. The Contractor needs to be familiar with the applicable EPIC investment plans and laws when reviewing project proposals.

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

Subtask 2.1 - Prepare Technical Reviews

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

The Contractor shall:

- Provide, in response to CAM requests, a draft *Team List of Technical Advisors* with relevant subject-matter expertise for a particular proposal, their current resumes, a cover letter briefly describing their qualifications specific to the proposed work, and estimated work hours needed. The CAM will coordinate with the Contractor to finalize the *Team List of Technical Advisors*.
- Once agreement has been reached on the draft *Team List of Technical Advisors*, submit the final team list to the CAM. The CAM will provide written approval of the final *Team List of Technical Advisors*.
- Prepare and provide written *Technical Reviews of Proposals*. Review proposals and provide written comments or completed forms on the technical and cost components of proposals. Reviews should focus on how well a proposal meets the scope and requirements of the solicitation, and the strengths and weaknesses of a proposal based on the relevant Proposal Evaluation Criteria.
- Respond to Energy Commission questions in regards to proposal reviews.

The CAM shall:

- Provide the Contractor with a written list of Areas of Expertise needed to conduct proposal review, the total number of proposals to be reviewed and expected timeline needed to review proposals for a particular solicitation.
- Review the draft Team List of Technical Advisors and coordinate with the Contractor to finalize the team members and estimated work hours.
- Provide the Contractor with the solicitation manual, including proposal evaluation criteria, proposals, and any technical review forms to be completed for each proposal review.

Deliverables:

- Team List of Technical Advisors (Draft and Final)

EXHIBIT A

SCOPE OF WORK

- Technical Reviews of Proposals (including proposal review forms if applicable)

Subtask 2.2 Evaluate Project Financing

The goal of this subtask is to provide support in reviewing financial documents, and prepare a *Risk and Debt Assessment Report* summarizing various companies' financial stability and ability to complete the proposed project and to meet match fund requirements, if applicable. To the extent possible, the *Risk and Debt Assessment Report* shall include Contractor's assessment of the company's financial health, including a determination of whether or not the company is at risk for bankruptcy.

The Contractor Shall:

- Review financial documents, for example: tax and cash flow analyses, to assess applicants' solvency.
- Review risk assessment of the reliability, safety and performance of various companies based on their financial status.
- Create and submit a *Risk and Debt Assessment Report* to include Contractor's assessment of the company's financial health, including a determination of whether or not the company is at risk for bankruptcy. These *Reports* will only contain public information.
- To the extent that proposals contain financial information that the Energy Commission has designated as confidential, Contractor shall treat such information as confidential, as well as ensure that its subcontractors do the same.

Deliverables:

- Risk and Debt Assessment Report

TASK 3 CROSS-CUTTING PROGRAM SUPPORT

The goal of this task is to provide a variety of technical support activities under the EPIC Program.

Activities under this task are on an as-needed basis and the project scope will vary for each work request. Work will be done through written WAs that define the goals and objectives, tasks, deliverables, and project schedule; and include a detailed budget. All work under Task 3 shall only be undertaken when authorized by the CAM through a WA.

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

Subtask 3.1 Technical Review Assistance

The goal of this subtask is to provide assistance with review of technology funded by the EPIC Program, including participation in panels, workshops and related meetings.

EXHIBIT A

SCOPE OF WORK

The Contractor shall:

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

Deliverables:

- Technology Transfer Plan Reviews
- Production Readiness Plan Reviews
- Technical Assessments for Energy Commission Reports
- Presentation Materials for Meetings
- Meeting Summaries, Results and Recommendations

Subtask 3.2 Prepare Feasibility Studies

The goal of this subtask is to assist the Energy Commission with objectively defining the strengths and weaknesses of the Energy Commission's proposed research or program directions by conducting studies which include resources required, costs and values, barriers and other relevant criteria to determine the prospects for success of various program funding opportunities and programmatic directions.

The Contractor shall:

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

EXHIBIT A

SCOPE OF WORK

Deliverables:

- Feasibility Study Reports

Subtask 3.3 Appraisal, Removal and Transportation of Equipment

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

The Contractor shall:

- Conduct independent appraisals for the salvage, competitive sale, removal, and storage of equipment previously used in EPIC projects.
- Develop and provide an *Equipment Appraisal Report*, which shall include but not be limited to: itemized list of equipment and description, value of equipment, cost of moving, requirements for sale, hazardous material analysis.
- Develop and provide an *Equipment Removal Feasibility Study* that provides adequate information detailing the feasibility of and logistics for removal, transportation, and storage of equipment, including any potential environmental impacts.
- *Per the Energy Commission Agreement Manager's authorization, remove, transport, install, or store equipment as defined in the Equipment Removal Feasibility Study.*

Prepare and provide *Documentation on Transferring Equipment*, which shall include but not be limited to: itemized list of equipment and description, value of equipment, cost of transportation, method of transportation, pick-up and delivery locations and date.

Deliverables:

- Equipment Appraisal Report
- Equipment Removal Feasibility Study
- Documentation on Transferring Equipment

Subtask 3.4 Develop and Edit Technical and Outreach Material

The goal of this subtask is to assist the Energy Commission in developing and editing a wide range of materials suitable for EPIC Program events, presentations, web posting, informational materials, and reporting EPIC program activities and project results to the California Public Utilities Commission, IOUs, legislators, stakeholders, and the public.

The Contractor shall:

- Develop and edit *Program Materials* on EPIC program activities and technical projects consistent with the Energy Commission Style Guide, reference manuals, or other requirements as specified by the Energy Commission. *Program Materials* may include but not be limited to: informational reports, technical reports, case studies, presentations, graphic design materials, photographic materials, brochures, project fact sheets, press releases, and newsletter articles. With CAM approval, *Program Materials* may be made

EXHIBIT A SCOPE OF WORK

available for distribution or presentation at workshops, conferences, press releases, other public meetings, and web posting.

- Assist Energy Commission staff with technical editing of *Program Materials* for EPIC technical reports.
- Produce short *Project Videos* that are suitable for web posting.

Deliverables:

- Program Materials
 - Informational Reports
 - Technical Reports
 - Case Studies
 - Presentations
 - Graphic Design Materials
 - Photographic Materials
 - Brochures
 - Project Fact Sheets
 - Press Releases
 - Newsletter Articles
- Project Videos

Subtask 3.5 Webcast

The goal of this subtask is to assist the Energy Commission with webcast activities during EPIC Program events.

The Contractor shall:

- Broadcast live online audio and video streaming to the Internet for webcast presentations of conferences, workshops, meetings, and other activities
- Provide archival streaming services
- Provide *Window Media Files* of streamed proceedings
- Archive all proceedings

Deliverables:

- Window Media Files

EXHIBIT A SCOPE OF WORK

EXHIBIT A – ATTACHMENT A-1 SCHEDULE OF DELIVERABLES AND DUE DATES

AGREEMENT SCHEDULE			
Task/Subtask Number	Task/Subtask Name	Deliverable(s)	Due Date
1	AGREEMENT MANAGEMENT		
DELIVERABLES			
1.1	Deliverables	None	
MEETINGS			
1.2	Kick-off Meeting		04/04/2016
		Updated Agreement <i>(if applicable)</i>	7 days after determination of the need to update the documents
		CAM Deliverable: Kick-off Meeting Agenda	7 days prior to the kick-off meeting
1.3	Critical Project Review Meetings and Briefings		As determined by the CAM
		<ul style="list-style-type: none"> • CPR Report(s) • Task Deliverables • Briefing Notes 	<ul style="list-style-type: none"> • 15 days prior to CPR meeting • 15 days prior to CPR meeting • 7 days after CPR meeting
		CAM Deliverables: <ul style="list-style-type: none"> • CPR Agenda • List of Expected CPR Participants • Schedule for Providing a Progress Determination • Program Determination • Stop Work Order • Termination Notice 	<ul style="list-style-type: none"> • 5 days prior to CPR meeting • 5 days prior to CPR meeting • 15 days after CPR meeting • As indicated in the Schedule for Providing a Progress Determination • 1 day • 30 days
1.4	Final Meeting		02/24/2022
		<ul style="list-style-type: none"> • Meeting Agreements • Schedule for completing closeout activities 	<ul style="list-style-type: none"> • 7 days after the Final Meeting • 7 days after the Final Meeting
REPORTS AND INVOICES			
1.5	Progress Reports and Invoices	<ul style="list-style-type: none"> • Monthly Progress Reports • Monthly Invoices 	<ul style="list-style-type: none"> • 10 days after the first of each month • 10 days after the first of each month

EXHIBIT A SCOPE OF WORK

Task/Subtask Number	Task/Subtask Name	Deliverable(s)	Due Date
1.6	Final Reports		
1.61	Final Report Outline	<ul style="list-style-type: none"> • Draft Final Report Outline • Final Report Outline 	<ul style="list-style-type: none"> • 6 months prior to the end of the Agreement term • As determined by the CAM
		CAM Deliverables: <ul style="list-style-type: none"> • Style Manual • Comments of Draft Final Report Outline • Approval of Final Report Outline 	<ul style="list-style-type: none"> • 2 months prior to the final report outline due date • 10 days after receipt of the Draft Final Report Outline • 10 days after receipt of the Final Report Outline
1.6.2	Final Report	<ul style="list-style-type: none"> • Draft Final Report • Final Report 	<ul style="list-style-type: none"> • 4 months prior to Agreement end date • 2 months prior to Agreement end date
		CAM Deliverables: Comments on Draft Final Report	30 days after receipt of the Draft Final Report
PERMITS AND SUBCONTRACTS			
1.7	Permits	<ul style="list-style-type: none"> • Permit Status Letter <i>(if applicable)</i> • Updated List of Permits <i>(if applicable)</i> • Updated Schedule for Acquiring Permits <i>(if applicable)</i> • Copy of each Approved Permit <i>(if applicable)</i> 	<ul style="list-style-type: none"> • 2 days prior to the kick-off meeting <i>(if applicable)</i> • 10 days after determination of the need for a new permit • 7 days after receipt of each permit
1.8	Subcontracts	<ul style="list-style-type: none"> • Draft Subcontracts <i>(if required by the CAM)</i> • Final Subcontracts <i>(if required by the CAM)</i> 	<ul style="list-style-type: none"> • As determined by the CAM • As determined by the CAM
WORK AUTHORIZATIONS			
1.9	Work Authorizations	<ul style="list-style-type: none"> • WA Documents • Updated Project Schedules 	<ul style="list-style-type: none"> • As determined by the CAM

EXHIBIT A SCOPE OF WORK

TECHNICAL TASKS			
2	PROPOSAL REVIEWS		
2.1	Prepare Technical Reviews	<ul style="list-style-type: none"> • Draft Team List of Technical Advisors • Final Team List of Technical Advisors • Technical Reviews of Proposals 	<ul style="list-style-type: none"> • 5 days after receipt of written request by CAM • 2 days after receipt of comments by CAM • 10 days after receipt of the proposals, or as determined by the CAM
2.2	Evaluate Project Financing	<ul style="list-style-type: none"> • Risk and Debt Assessment Report 	As determined by the CAM
3	CROSS-CUTTING PROGRAM SUPPORT		
3.1	Technical Review Assistance	To be determined via WA	To be determined via WA
3.2	Prepare Feasibility Studies	To be determined via WA	To be determined via WA
3.3	Appraisal, Removal and Transportation of Equipment	To be determined via WA	To be determined via WA
3.4	Develop and Edit Technical and Outreach Material	To be determined via WA	To be determined via WA
3.5	Webcast	To be determined via WA	To be determined via WA

STATE OF CALIFORNIA

STATE ENERGY RESOURCES
CONSERVATION AND DEVELOPMENT COMMISSION

RESOLUTION - RE: ASPEN ENVIRONMENTAL GROUP

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

RESOLVED, that the Energy Commission approves Agreement 300-15-003 with Aspen Environmental Group for a \$3,000,000 contract to provide technical support for the Energy Research and Development Division's EPIC program. Work will be assigned to the contractor on an "as needed" basis; and

FURTHER BE IT RESOLVED, that the Executive Director or his/her designee shall execute the same on behalf of the Energy Commission.

CERTIFICATION

The undersigned Secretariat to the Commission does hereby certify that the foregoing is a full, true, and correct copy of a Resolution duly and regularly adopted at a meeting of the California Energy Commission held on February 10, 2016.

AYE: [List of Commissioners]

NAY: [List of Commissioners]

ABSENT: [List of Commissioners]

ABSTAIN: [List of Commissioners]

Tiffani Winter,
Secretariat