

Q/A #	RFP Section	Page #	Question
Q1	4_Scope of Work Bid Specifications: SETUP PHASE – LUMP SUM CONTRACT	3	Can DCEC provide a list of expected deliverables that will constitute successful completion of the Setup Phase? For example, is DCEC expecting policies, procedures, templates, trackers, contract language, reporting tools, training materials, system configuration, or all of the above?
A1	The Setup Phase should include, at a minimum, the following deliverables: 1. Grant Compliance Policies and Procedures a. Build upon DCEC's existing policy library to develop grant-specific compliance policies and procedures. 2. Reporting Templates and Administrative Tools a. Develop streamlined reporting templates, including: i. Internal review and approval workflows tailored to each participating cooperative. ii. Budget and expenditure tracking tools. iii. Minimal system configuration, utilizing existing/native software and recordkeeping programs whenever possible. 3. Staff Training and Knowledge Transfer a. Develop training materials and conduct staff training. b. Provide Standard Operating Procedures (SOPs) and reference guides that cooperative staff can use to address routine grant administration and compliance questions. 4. Procurement and Contracting Resources a. Develop standard contract language and procurement templates for professional services and utility construction activities (e.g., line upgrade construction and right-of-way mitigation). b. Develop procurement policies and decision flowcharts to guide cooperative staff through procurement processes and ensure compliance with applicable federal and state requirements. 5. Compliance and Reporting Calendar a. Develop a comprehensive calendar identifying all reporting deadlines, compliance milestones, reimbursement requests, and other key grant requirements. 6. Document Management and Recordkeeping System a. Establish a standardized electronic filing structure and document management process that supports grant administration, monitoring, and audit readiness. 7. Grant Performance Tracking Tools a. Develop dashboards and tracking tools to monitor project milestones, expenditures, performance measures, and reporting status. 8. Final Implementation Plan a. Deliver a comprehensive implementation plan that outlines ongoing grant administration, reporting processes, compliance responsibilities, and recommendations for sustaining the grant management framework throughout the life of the award.		

Q2	2_RFQ Overview: IV. Quote Format	4	The RFQ references a flat fee/lump sum contract for the Setup Phase. To ensure our pricing approach aligns with DCEC's expectations, please clarify: 1. Does "flat fee/lump sum" mean a firm fixed-price proposal for the entire Setup Phase scope? 2. Would DCEC consider a labor-hour approach with a not-to-exceed ceiling if the scope and level of effort may vary? If a lump-sum/fixed-price approach is preferred, how will invoices be submitted and paid (e.g., monthly fixed payments, milestone-based payments, deliverable acceptance, or another method)?
A2	1. Yes, firm fixed-price. 2. No, we prefer not to accept "not-to-exceed" proposals out of fairness to all bidders. DCEC has already rolled out the evaluation criteria, and the formula is based on the firm fixed-price model. Deliverable Acceptance seems reasonable; however, we are open to other ideas. This detail will be part of the negotiation for the contract for the winning Consultant. If bidders want to include this detail in their Bidder Quote, please do. If the deliverable is beneficial to all six cooperatives, that line item will be divvied up pro-rata, whereas, if the Consultant works on a specific item with one cooperative, that cooperative is responsible for the line item for payment. Payments made to the Consultant will come through DCEC.		
Q3	RFO Overview: IX. General Administrative Information (5)	8	Section IX.5 states that consultant costs will be paid after DCEC seeks reimbursement from the granting agency. Our understanding is that DCEC may need to provide evidence that vendor invoices have been paid in order to obtain reimbursement from DOE. Please clarify whether DCEC's obligation to pay approved consultant invoices is independent of DOE reimbursement, or whether payment to the consultant is conditioned upon DCEC first receiving reimbursement from DOE.
A3	DCEC and its subrecipient cooperatives will be paying the winning grant compliance firm independently of DOE reimbursement.		
Q4	Independent Contractor Agreement Pg 9	9	The independent contractor agreement contains indemnification obligations but does not include a limitation of liability provision. Will DCEC consider adding a mutual limitation of liability capping each party's liability under the agreement, excluding willful misconduct, fraud, confidentiality breaches, and third-party IP infringement claims?

A4	DCEC will consider adding mutual limitation of liability capping each party's liability under the agreement, excluding willful misconduct, fraud, confidentiality breaches, and third-party IP infringement claims.		
Q5	Independent Contractor Agreement Pg 9	9	Section 7.13(a) of the independent contractor contract requires the Contractor to indemnify the Client for all losses arising from breach, services performed, IP claims, and negligence. Will DCEC consider revising this provision so that Contractor indemnification is limited to third-party claims arising from Contractor's negligence, willful misconduct, or IP infringement
A5	DCEC will consider these red-line revisions. Please submit any desired contractual modifications with your bid so they can be assessed according to the scoring methodology published with the RFQ.		
Q6	Scope of Work Bid Specifications: SETUP PHASE – LUMP SUM CONTRACT	2	Please clarify DCEC's ownership and continued-use expectations for: (a) DCEC and Cooperative data and documents; (b) workflows, data structures, reports, interfaces, and configurations developed specifically for DCEC; and (c) Consultant pre-existing software, templates, methodologies, configurations, or intellectual property incorporated into the solution. Does DCEC acknowledge that Consultant pre-existing intellectual property and third-party software would remain the property of the Consultant or applicable third party and would be available only under the applicable subscription or license terms?
A6	(a) in perpetuity (b) in perpetuity (c) All deliverables should be considered works made for hire and as such, should be the exclusive property and IP of DCEC. Pre-existing Consultant IP should only be incorporated into deliverables if DCEC receives a fully-paid, royalty-free, non-exclusive, worldwide license to use such IP in perpetuity. To the extent that a bid requires the use of Contractor or third-party pre-existing IP, please note that DCEC has specifically requested that grant compliance be completed with native programs wherever possible. If this is not possible, or Contractor cannot agree to a work-made-for-hire, ensure that your bid breaks out software/IP cost as a separate line item, including any ongoing cost for the use of the same. The minimum usage DCEC requires will be for the duration of the grant (five years) plus any potential audit timeline, which may be up to three years after the final compliance reporting is submitted.		

Q7	Scope of Work Bid Specifications: SETUP PHASE – LUMP SUM CONTRACT	2	What types and formats of documents must the system store or associate with project and transaction records? Please provide the estimated current and annual document-storage volume, approximate number and average size of files, any individual file-size requirements, and whether storage for the full records-retention period should be included in the Consultant's pricing.
A7	The common types of documents we anticipate seeing and using are Excel, Word, PDF, and reporting forms that will be tailored to each cooperative depending on the grant categories being utilized. There are quarterly reports and one annual report we are responsible for under a five-year award. For each quarterly report, each co-op would upload their invoices, expenses, time-tracking reports, etc. into an on-line platform where DCEC can manage the digital data collection. DCEC is paying for the on-line Form Builder with digital data collection now and we do not see the case for this to be included in the Consultant's pricing.		
Q8	Scope of Work Bid Specifications: SETUP PHASE – LUMP SUM CONTRACT	2	Please provide the anticipated number and types of users by Cooperative, including administrators, data-entry users, approvers, auditors, and read-only users. Should each Cooperative be limited to its own records while DCEC maintains consolidated access, and are any project-, document-, or field-level access restrictions required?
A8	*Each cooperative will have its internal grant administrator responsible for collecting data and entering reporting information into their cooperative's forms. There, they will be able to upload invoices, expenses, and time tracking reports. The form will have a workflow designed to ensure compliance has been evaluated, DCEC would have first pass at review, then sent to grant compliance firm for second review. DCEC and grant compliance firm discuss any findings and enter all data for quarterly budget and progress reports for DOE approval. Each cooperative shall be the holder of its own records, however, once DCEC uploads all cooperative's information into our shared quarterly/annual report – progress amongst the co-ops will be known. We do have standing RESIST Cohort meetings where we discuss lessons learned, realize opportunities for increased buying power with similar products/projects, and any issues that we are seeking a solution to. The RESIST Cohort does have a SharePoint site where we house our Final Documents related to the award. *If a cooperative needs assistance for collecting data and entering reporting information from the grant compliance firm, that fee will be the responsibility of said cooperative.		
Q9	Scope of Work Bid Specifications: SETUP PHASE – LUMP SUM CONTRACT	2	Please identify all applicable information-security, privacy, cybersecurity, and cloud-hosting requirements, including any DOE, state, DCEC, or Cooperative-specific standards. Please also identify the types of restricted information the system may store or process and any requirements for authentication, encryption, audit logging, incident notification, backup and recovery, data residency, availability, or third-party security certifications.

A9	Informational storage pursuant to this grant shall conform to 2 CFR 200.303, which requires, <i>inter alia</i> , “reasonable cybersecurity and other measures to safeguard information”. In any event, such cybersecurity measures shall be no less than a commercially reasonable degree of care. Sensitive information may include personally identifiable information and internal financial records.		
Q10	Scope of Work Bid Specifications: SETUP PHASE – LUMP SUM CONTRACT	2	Will a DCEC, Cooperative, state, or DOE technology or cybersecurity review be required before implementation or production use? If so, please provide the applicable security questionnaires, required documentation, review and approval process, responsible participants, and anticipated timeline. Will DCEC provide a consolidated authorization, or will each Cooperative conduct a separate review?
A10	Based on the RESIST conditional-award documents currently available to DCEC, no separate DOE, state, or participating-Cooperative technology or cybersecurity review is known to be required before the grant-administration process is implemented or placed into use. For proposal purposes, bidders should assume that DCEC’s enterprise Microsoft 365/SharePoint environment will be the primary repository and system of record wherever practicable. DCEC does not anticipate development or independent hosting of a separate grant-management platform. The successful bidder will work within DCEC’s approved environment and comply with the access-control, authentication, confidentiality, data-handling, records-retention, and incident-reporting requirements established by DCEC. Participating cooperatives will generally provide records through the DCEC-controlled process. Direct access to a participating cooperative’s systems are not included in the base scope unless specifically authorized. If such access is required, the applicable cooperative will review and approve the access and communicate any additional requirements before access is granted. Any bidder proposing a separate platform, hosting environment, file-sharing service, or other technology outside DCEC’s approved Microsoft 365 environment must identify it in its proposal. Any such technology will be subject to DCEC’s technical and cybersecurity review and written approval before implementation.		
Q11	RFQ Overview Section IV, Quote Format, Scope of Work, Services Required, Items 4 and 5	pp. 4–5; p. 2	What is the required date for the compliance and recordkeeping system to become operational? Does DCEC anticipate a single implementation across all six Cooperatives or a phased rollout, and what acceptance criteria will be used to approve completion of the Setup Phase?
A11	The required date is dependent on when the award is definitized. Ahead of that, the intention is to tailor reporting forms for each cooperative, test, and improve where necessary before the grant’s first quarterly report is due. Since the forms will be similar, yet unique to each cooperative, a phased rollout will be the best approach. Inside the forms are also workflows that will be developed as a secondary check-up on any compliant related activities: Davis Bacon, BABA, and Procurement rules, for example. The acceptance criteria used will be a satisfactory streamlined system that successfully collects data into one source for DCEC to create the overall reports due quarterly to the DOE.		