

# **REQUEST FOR PROPOSAL – SECONDARY**

## **Notice to Prospective Proposers**

### **RFP 17PS5007**

#### **AT&T CA and Frontier Communications CA Network Examination<sup>1</sup>**

**October 31, 2017**

You are invited to review and respond to this Request for Proposal (RFP) - Secondary, entitled **RFP 17PS5007 – AT&T CA and Frontier Communications CA Network Examination**.

**In submitting your proposal, you must comply with the instructions contained herein.**

This Secondary RFP is an open solicitation for private entities, non-profit organizations, the University of California, California State University Foundations, and other governmental entities; however, **government entities** that submit a proposal and bid are subject to all requirements governing this solicitation including General Terms and Conditions (GTC 04/2017) available at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx> and Contractor Certification Clauses (CCC 04/2017) available at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>. The State's General Terms and Conditions (GTC 04/2017) are **not negotiable**.

**All proposals in response to the final solicitation are due by 5 PM Pacific Time on November 30, 2017.**

Bidders shall read the Secondary RFP carefully. In the opinion of The California Public Utilities Commission (CPUC), this Secondary RFP is complete and without need of explanation.

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<sup>1</sup> As part of CPUC Rulemaking 11-12-001, the Assigned Commissioner Scoping Memo and Ruling, dated September 24, 2012 ordered an examination of the networks of AT&T California and Verizon California Inc. (Verizon California). The CPUC later confirmed this ruling in Decisions 13-02-023 and 15-08-041. The purpose of this evaluation is to gauge the condition of the carrier infrastructure and facilities used in the provision of telecommunications services within California, in order to ensure that the facilities and related practices support a level of service consistent with public safety and customer needs. Since adoption of these decisions, the Commission approved in D. 15-12-005/A.15-03-005 the transfer of Verizon California's network, other assets and certifications to Frontier Communications. For the purposes of this RFP and examination, the network previously owned by Verizon California will be referred to as "Frontier Communications/Verizon CA" or "Frontier/Verizon CA."

If you have questions or need any clarification of information contained herein, please email your questions to [Deborah.Mok@cpuc.ca.gov](mailto:Deborah.Mok@cpuc.ca.gov) by **November 14, 2017, 5PM Pacific Time** as specified in Section 5 – Key Action Dates.

The Commission staff will not respond to questions that are not sent to the email address above. No verbal information provided by the CPUC shall be binding upon the State unless such information is issued in writing as an official addendum.

**CPUC Contracts Officer  
505 Van Ness Avenue  
San Francisco, CA 94102**

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## 1. Introduction

In submitting a response to this RFP, it is each Bidder's responsibility to:

- Carefully read the entire RFP, including all referenced web addresses, regulations, orders and statutes cited in this RFP.
- Submit questions in writing by the required date.
- Submit all required proposal elements and information, completed to the best of the Bidder's ability, by the required dates and times.
- Submit all cost/rate information in compliance with "Detailed Cost" requirements.  
Note: Providing cost and/or Rate information in any other area of the proposal will result in bid rejection and exclusion from further participation in this procurement.

No oral understanding or agreement shall be binding on either party.

## 2. Purpose and Description of Services

The Commission is issuing this RFP to obtain responses from entities qualified to conduct an examination of the telecommunications networks and related policies and practices of AT&T California (AT&T CA) and Frontier CA. The Commission ordered the examination in the Service Quality Rulemaking (R.) 11-12-001, Decision (D.) 13-02-023 and D. 15-08-041, and directed the Communications Division (CD) to oversee the network examination.<sup>2</sup>

The purpose of the network examination is to evaluate the condition of the carriers' network infrastructure and facilities used in the provision of wireline telecommunications services within California in order to ensure that the facilities and related practices support a level of service consistent with public safety and customer needs. The examination will include, but not be limited to, interviews of appropriate company personnel, and review of documents related to the companies' policies, procedures, practices, and work rules/job duties.

The results of the examination will provide the Commission and parties to R.11-12-001 information regarding the condition of the two companies' networks and their policies, procedures and practices, along with professional opinions as to whether the companies are providing service to California customers that meet the Commission's G.O. 133 service quality standards and measures. The report on the results of the examination is intended to be used by the Commission in determining what, if any, changes to existing service quality policies, rules, measures, and/or standards are needed.

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<sup>2</sup> Subsequent to the Commission ordering this network examination, in December 2015, the Commission approved Frontier Communications' acquisition of Verizon California, including Verizon's local exchange operations. Frontier Communications' pre-acquisition network is not subject to this investigation. For purposes of this RFP, we will refer to that part of the company subject to the examination as "Frontier/Verizon CA."

For the purpose of this proceeding and examination, the phrase “quality service” means that a customer can place and receive calls, customers can access 9-1-1, and calls are free of static or other noise.<sup>3</sup>

## **2.1. Background**

### **2.1.1. Commission Mission and Authority**

California Public Utilities Code Section 2896(c) (P.U. Code § 2896(c)) requires the Commission ensure that telephone corporations<sup>4</sup> provide customer service that meets reasonable statewide service quality standards including, but not limited to, standards regarding network technical quality, customer service, installation, repair, and billing, and is responsible for ensuring that services overseen by the Commission are provided in a manner consistent with public safety. P.U. Code § 451 obligates telephone corporations to provide a level of service that is necessary to promote the safety, health, comfort, and convenience of its patrons and the public.<sup>5</sup>

### **2.1.2. General Orders 133-C and 133-D**

In July 2009, the Commission issued D.09-07-019 adopting G.O. 133-C which established a set of five service quality measures and related minimum standards for California wireline telecommunications carriers. The service quality measures allow the Commission to exercise its statutory duty, pursuant to P.U. Code §§ 709, 2896, and 2897, to protect the public’s interest and ensure consumers receive adequate telephone service quality in California.

The measures and standards adopted in G.O. 133-C are:

- 1. Installation Interval:** This measurement assesses the amount of time to install basic telephone service from the day and hour the customer requests service until it is established. The minimum standard is five business days for installing service.
- 2. Installation Commitments:** This measurement assesses service quality relative to establishing telephone services. The minimum standard is that 95% of the installation commitments need to be met. The commitments are not considered missed when resulting from customer actions to delay the installation.
- 3. Customer Trouble Report (CTR):** This measurement assesses customer’s and user’s dissatisfaction with telephone carrier services. Reports received will be counted and related to the total working lines within the reporting unit in terms of reports per 100 lines. There are three minimum CTR standards:

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<sup>3</sup> See R.11-12-001 Assigned Commissioner Scoping Memo and Ruling, filed 9/24/12, § 4.2 Focus of Initial Activities of Proceeding.

<sup>4</sup> “Telephone corporation includes every corporation or person owning, controlling, operating, or managing any telephone line for compensation within this state,” Public Utilities Code § 234.

<sup>5</sup> September 24, 2011, Assigned Commissioner’s Scoping Memo and Ruling § 4.1

“Every public utility shall furnish and maintain such adequate, efficient, just, and reasonable service, instrumentalities, equipment, and facilities, including telephone facilities, as defined in Section 54.1 of the Civil Code, as are necessary to promote the safety, health, comfort, and convenience of its patrons, employees, and the public.”

- a. No more than 6 trouble reports per 100 working lines for reporting units with 3,000 or more lines;
  - b. No more than 8 trouble reports per 100 working lines for reporting units with 1,001-2,999 lines; and
  - c. No more than 10 trouble reports per 100 working lines for reporting units with less than 1,000 lines.
- 4. Out of Service (OOS) Repair Intervals:** This measurement assesses the average interval, in hours and minutes, from the time of the reporting carrier's receipt of the OOS trouble reports to the time service is restored for residential and small business customers. The minimum standard is 90% of all OOS reports are to be repaired within 24 hours. The measurement excludes Sundays, federal holidays, catastrophic events and widespread outages.
- 5. Answer Time:** The measurement gauges the time for an operator to answer billing, non-billing and trouble report calls. A customer must be presented with the option of speaking with a live agent on an interactive voice response (IVR) or automatic response unit (ARU) system, preferably in the first set of options. The minimum standard is 80% of the trouble report calls need to be answered within 60 seconds when speaking to a live agent or 80% answered within 60 seconds when speaking to a live agent after completing an IVR or ARU system. The measurement excludes any group of specialized business account representatives established to address the needs of a single large business customer or a small group of such customers.

G.O. 133-C requires General Rate Case (GRC) Incumbent local exchange carriers (ILECs) to report on all measures, while ILECs subject to the Uniform Regulatory Framework (URF) to report on three measures: Customer Trouble Report (CTR), OOS repair interval and Answer Time. Resellers, wireless carriers, Internet Protocol (IP)-enabled carriers (including Voice over IP (VoIP) and cable), and any URF Competitive Local Exchange Carriers (CLECs) with fewer than 5,000 customers, unless one of these carriers also is a COLR, are exempt from reporting any of the five G.O. 133-C service quality measures. The reporting of these measures is limited to services provided to residential customers and small businesses with five or fewer lines.

In August of 2016, the General Order was updated to GO 133 – D by D.16-08-021 (corrections in D. 16-10-019), which revised some details of the five measures, extended major outage reporting to all communication carriers operating in California, and introduced automatic fines for failure to meet three service quality measures. Those three measures, out of service interval, customer trouble report, and answer time, will accrue fines of up to \$25,000 per day for failure to meet the measures. Fines may be suspended if the company makes investments designed to cure service quality deficiencies in an amount equal to twice the fine.

### **2.1.3. Service Quality Rulemaking (R.)11-12-001 and CD Staff Reports**

In March 2011, CD issued a report pursuant to G.O. 133-C § 7 regarding the quality of telephone service provided by wireline telephone companies in 2010. Among other items, the report found that AT&T CA, Verizon CA and Frontier CA did not meet the OOS repair standard (24 hours



90% of the time)<sup>6</sup> at any time in 2010.<sup>7</sup> The report also detailed the widespread telephone service outages in Southern California caused by the severe winter storms in December 2010 and January 2011.<sup>8</sup> Those storms caused 250,000 Verizon and AT&T customers in Southern California to be without service for extended periods of time, some for as long as two weeks.<sup>9</sup>

On December 12, 2011, the Commission opened Rulemaking R.11-12-001 to:

- Review telecommunications carriers' performance in meeting G.O. 133-C service quality standards and measures in 2010;
- Assess whether the existing G.O. 133-C service quality standards and measures meet the goals of the Commission to adequately protect California customers and the public interest;
- Determine whether the existing G.O.133-C standards are relevant to the current regulatory environment and market; and
- Determine whether there is a need to establish a penalty mechanism for substandard service quality performance.

On September 23, 2012, the then-Assigned Commissioner issued a Scoping Memo and Ruling directing an examination of AT&T CA's and Verizon CA's networks and facilities. The Ruling stated that:

In order to maintain acceptable levels of service quality for California customers, it is necessary to ensure that carriers have access to an adequate network of infrastructure. Without ubiquitous functional infrastructure that is adequately maintained, services provided to customers will degrade. In extreme cases, facilities failures will lead to a complete loss of service, including E911, to customers served by those facilities.<sup>10</sup>

Subsequently, the Commission adopted D.13-02-023, reaffirming the need to examine AT&T CA's and Verizon CA's networks and estimated the cost of the examination up to \$1 million.<sup>11</sup> Subsequent legislative approval in 2016 reduced the amount up to \$500,000.

In September 2014, CD released a staff report that discussed the service quality results of California wireline telecommunication carriers for calendar years 2010 through 2013, based on

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<sup>6</sup> General Order 133-C § 3.4.

<sup>7</sup> March 2011 Telephone Carrier Service Quality Report at p. 3 available at <ftp://ftp.cpuc.ca.gov/Telco/ServiceQualityReports/3-29-11%20Final%20CD%20Service%20Quality%20Report.doc>.

<sup>8</sup> Pursuant to G.O. 133-C, significant storm-related outages are considered to be outside of the control of the company, and thus the performance data related to the December 2010 and January 2011 outages were not included in the out-of-service restoral time reporting.

<sup>9</sup> The total number of customers without service exceeded the reported 250,000 Verizon CA and AT&T CA customers, as this number does not reflect customers of CLECs that used AT&T CA and Verizon CA facilities.

<sup>10</sup> September 24, 2012, R.11-12-001 Assigned Commissioner's Scoping Memo and Ruling at page 12.

<sup>11</sup> Decision 13-02-023, Ordering Paragraph 3.

the data submitted pursuant to the measures and standards established in G.O.133-C.<sup>12</sup> The results of staff's analysis contained in the report found that:

- For the period 2010 through 2013, AT&T CA and Verizon CA, who collectively operated 88% of the working lines reported in California, did not meet the minimum standard for the out of service repair interval,
- The time it took both companies, AT&T CA and Verizon CA combined, to repair out-of-service lines 90% of the time was 96 hours, or four days,<sup>13</sup> which staff found to compromise public safety through lack of access to emergency services.
- The proposed actions in each carrier's corrective action reports to improve service did not result in noticeable improvements to GO 133-C reported service quality results. The ongoing failure of the carriers to meet the minimum standards of service quality measures warrants consideration of revising the current measure and adopting penalty/incentive methodologies to motivate the carriers to improve performance.<sup>14</sup>

On March 18, 2015, Frontier applied to the Commission for approval of the transfer of control over Verizon California.<sup>15</sup> On December 3, 2015, the Commission approved the transaction by adopting D. 15-12-005. As provided in the Decision, Verizon California "shall transfer its unwritten franchise and all rights and obligations attendant thereto to Frontier Communications Corporation."<sup>16</sup>

## 2.2. Statement of Work

The successful bidder ("Consultant") will conduct an examination of AT&T CA and, the portion of Frontier's network formerly owned by Verizon CA.<sup>17</sup> The examination will include the wireline facilities and areas of the state to be examined and address the service quality results for period of 2010-2016 from AT&T CA and Frontier. The results of the examination shall be in the form of a detailed and comprehensive final report submitted to the Executive Director of the California Public Utilities Commission and the Director of the Communications Division that documents the methodology and results of the examination.

### 2.2.1. Selection of Facilities and Areas for Examination

The AT&T CA and Frontier CA facilities and areas of the state to be examined by the **CPUC communication division staff** by physical inspection, shall be chosen based on results from data analysis conducted by the consultant and may include, but not be limited to:

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<sup>12</sup> September 2014 Staff Report is available at

<http://docs.cpuc.ca.gov/PublishedDocs/Efile/G000/M111/K579/111579788.PDF>.

<sup>13</sup> September 2014, Staff Report at page 16.

<sup>14</sup> September 2014, Staff Report at page 3.

<sup>15</sup> A. 15-03-005. In the Matter of the Joint Application of Frontier Communications Corporation, Frontier Communications of America, Inc. (U5429C), Verizon California, Inc. (U1002C), Verizon Long Distance LLC (U5732C), and Newco West Holdings LLC for Approval of Transfer of Control Over Verizon California, Inc. and Related Approval of Transfer of Assets and Certifications.

<sup>16</sup> D. 15-12-005, Ordering Paragraph 12.

<sup>17</sup> To the extent that Frontier's operational procedures and network operations center are used for the former Verizon territories, Frontier's should be used.

- a) Areas that are out of service for a longer duration than the respective statewide average for each company, based on detailed service quality trouble report data ; and
- b) A random selection of remaining areas and facilities for each company not reviewed in a) above where the Consultant believes should be examined to make a complete report as described.

**The facilities and areas recommended by the Consultant to be examined by a field inspection shall be conducted by Communication Division staff from the CPUC and will be reviewed and approved by Communication Division staff.**

### **2.2.2. Methodology and Data Sources**

The Consultant will perform the network examination and provide a report addressing issues listed below. The Consultant is expected to use professional expertise in creating a work plan for this engagement which will result in its completion within 12 months from the effective date of the contract.<sup>18</sup>

The examination must be performed objectively and with adequate documentation to support the Consultant's findings and conclusions regarding: a) the current condition of the wireline networks of AT&T CA and the former Verizon CA network now owned by Frontier; b) adequacy of each company's practices and policies regarding network maintenance, repair, replacement, and capital budgeting; c) each company's utilization of capital budgeted for network modifications or improvements.; and d) recommendations for changes. These recommendations should specify what, if any, changes in AT&T CA's and/or Frontier's practices and policies regarding network monitoring, maintenance and repair, and investment in the network are necessary in the Consultant's opinion for AT&T CA and Frontier in Verizon CA's former footprint, to provide a level of service consistent with telephone corporation obligations under P.U. Code §451 and G.O. 133-D.

Data sources for the examination are expected to include, but not be limited to: CPUC reports, service quality data provided to the CPUC, company operational procedures, industry specifications, illustrations such as maps, photos and diagrams, company financial statements and site visits. The CPUC also has data from its proceedings and other sources which will be made available to the consultant. The Consultant will provide a written request to CPUC to obtain further data from AT&T CA and Frontier through written and oral data requests. For the purpose of this contract, the Consultant will operate as an agent of the Commission and as an extension of CD staff. The Consultant will analyze data generated from responses to data requests and inspection of facilities will be conducted by Communication Division staff.

It is expected that CD service quality staff will work closely with the Consultant to provide access to resources and appropriate direction for selection of geographic areas to be examined.

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<sup>18</sup> September 24, 2012 Assigned Commissioner's Scoping Memo and Ruling, § 6 - Schedule.

### **2.2.3. Network Examination Issues**

The issues that shall be covered by the examination and addressed in the subsequent report on its results are:

- 1) Are AT&T CA's and Frontier's networks maintained to ensure that quality service is being provided to retail and wholesale customers?**
  - a) What are the conditions of the companies' networks, and what are the differences in the conditions of copper and fiber? "Condition" includes, but is not limited to, the state relative to the appropriate design, engineering, maintenance and operational specifications to provide quality service.**
  - b) What actions are the companies taking to ensure that customers are provided and receive quality service? What maintenance or operational activities are not being implemented that would increase the reliability of telephone service in their networks?**
  - c) Are the companies investing in their facilities and performing the maintenance and operational functions necessary to ensure that retail and small business customers receive quality service pursuant to G.O. 133 and wholesale customers are receiving a level of service quality commensurate with CPUC adopted wholesale performance standards?<sup>19</sup>**
- 2) Business practices, best practices, and engineering and design standards regarding telecommunications service quality.**
  - a) What company business practices (including, but not limited to investment planning, procedures for handling of trouble tickets, and repair prioritization guidelines) impact or otherwise affect the service quality experienced by residential and other types of customers?**
  - b) How do the companies' respective business practices affect the quality of service experienced by different types of customers?**
  - c) What best practices and engineering and design standards have been proposed and/or adopted by the companies regarding network reliability?**
  - d) What best practices and engineering and design standards does the consultant believe could improve the quality and reliability of voice services offered by AT&T CA and Frontier in the areas formerly served by Verizon CA to enable each company to provide quality service, as defined herein?**

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<sup>19</sup> D. 07-09-009 Opinion Consolidating Proceedings, Adopting The Agreed-To Joint Partial Settlement Agreement Changes Of AT&T California And Verizon California Inc., And Granting Joint Application To Modify Decision D. 99-08-020, Issued 9/7/2007 re: Wholesale Performance Measures for AT&T CA and Verizon CA.

- 3) To what redundancy and resiliency specifications, standards, and capacity have the companies designed, constructed, and maintained their networks to ensure the provision of service during storms, cable cuts, earthquakes, floods and other extraordinary events?
- 4) Are there communications industry best practices that the Commission should consider adopting as part of its service quality rules and practices? If so, what are those best practices?
- 5) Based on the results of the examination of the carriers' networks, the Consultant will also address the following issues in the report:
  - a) Are the existing service quality measures, standards and reporting requirements reasonable, appropriate and/or sufficient to ensure that California consumers receive quality service, and do these standards and reporting requirements support public safety?
  - b) Review and comment on the existing service quality measures, standards and reporting requirements and recommend any (additions, deletions or changes) to the existing service quality measures.
  - c) Assess the currently proposed reporting exceptions for emergency situations and the level of appropriate reporting. Recommend what reporting requirements may be suitable during emergency situations.

## **2.3.Deliverables and Work Product**

### **2.3.1 Oral and Written Reports**

The Consultant shall provide periodic briefings on the progress of the examination, work activities, progress reports, work product deliverables or other information upon request, to the CD staff, management and the CD Director.

The results of the examination will be contained in a comprehensive and detailed report addressed to the Executive Director of the Commission that includes: 1) explanation of the study process; 2) description of the criteria used to identify facilities and areas for examination; 3) identification and discussion of all professional standards and industry practices relied on in the examination, including an explanation of the relevance of the standards and practices to this examination; and 4) identification and explanation of all assumptions used in the conduct of the examination that support all findings, conclusions, recommendations, and opinions expressed by the consultant.

The Consultant shall submit preliminary drafts of the report and final draft report to the CD staff for review. Communications Division will approve the final report before it is provided to the Commission and made public. The consultant will provide CD staff with an electronic library of all resources used in the evaluation, including meeting notes, best practices, standards, rules, photos, presentations and maps.

The consultant is expected to use professional expertise in creating a work plan for this engagement which will result in the completion of the engagement within 12 months from the effective date of the contract for a fixed price.

### **3. Minimum Requirements of Bidders**

Bidders must have staff with telecommunications and communications industry and network experience and sufficient resources and capabilities to provide professional consulting service to the Commission for a project of the size, scope, scale, and complexity as detailed herein. The minimum qualifications of bidders can be met by subject matter individual staff and will be assessed and scored according to the following:

- Is registered as a private entity, non-profit organization, the University of California, California State University Foundation, or other governmental entities with the California Secretary of State or can provide an explanation as to why it is not necessary.
- Knowledge of state and federal telecommunications regulations, including but not limited to service quality related matters for telecommunications corporations.
- Significant communications industry network experience, including network design (including wire center, inter-office connections and outside plant distribution experience), operations experience (installation, maintenance and repair) and network planning for repair, replacement, and upgrade; a working knowledge of the functions of all technologies currently deployed in the public switched telephone network (PSTN) including, but not limited to Time Division Multiplex (TDM) and IP technologies, and experience in disaster preparedness, emergency response and recovery planning.
- Experience in conducting specific examinations and or audits of communications and/or computer networks of large complex telephone corporations or technology companies such as AT&T CA and Frontier/Verizon CA, including:
  - Demonstrated ability to effectively communicate in writing and orally, complex communications network engineering and technical matters in a manner that will be understandable to the Commission, parties to the proceeding, and the public.
  - Experience developing statistical sampling for in-depth examinations of communications companies' networks that are similar size and/or complexity to that of this examination of AT&T CA's and Frontier Communications/Verizon CA's networks, processes and procedures.
- A sufficient number of qualified staff dedicated to conduct the examinations of AT&T CA and Frontier CA (as described herein), research the data, perform the analysis, and write the report within twelve months. The proposed work plan should include submission of a draft report to the Communications Division for review for clarity and comprehension, and time for subsequent revisions, if needed.
- The project lead and second lead member of the team should have strong project management skills and requisite experience to develop, manage and coordinate the network examination and meeting the deliverables of this project.
- The project lead and second lead member of the team will have experience in preparing written reports in acquisitions, governmental proceedings and/or regulatory agency hearings, including, but not limited to: valuation, engineering, design, construction and maintenance.

- The project lead and second lead member of the team should have a minimum of ten (10) years practice in his or her field of expertise.
- Bidder shall demonstrate that it has sufficient staff resources to successfully complete the work under the contract.

## 4. Contract Term and Budget/Cost Limitations

### 4.1. Term

The contract executed in response to this RFP will be for 12 months; the estimated agreement dates will be from approximately **February 1, 2018 through January 31, 2019**. The contract will begin on the stated date or upon DGS approval, whichever is later. The contract will end on the stated date or 12 months after the approved start date, whichever is later. In the event some unforeseen delays arise during data collection outside of the consultant's control, the contract will have a three month option to extend to complete work within the bid award amount to this RFP.

### 4.2. Budget/Cost Limitations

The contractor is expected to provide their most competitive bid associated with this RFP. The bid submitted in response to this RFP shall not exceed \$500,000 dollars and must show a breakdown of proposed cost for data analysis and reports based on the statement of work and deliverables in Section 2 above. Upon commencement of the contract, no change orders will be accepted.

## 5. Key Action Dates

Key Action	Date
RFP Release date - Posted on <a href="https://caleprocure.ca.gov">https://caleprocure.ca.gov</a>	10/31/2017
Optional Bidder's Conference through audio bridge set up by CPUC. Bidders can dial into the conference bridge and ask questions.	<b>11/7/2017 10 AM - 12 Noon Pacific Time</b>
Bidder's Written Questions Submittal Deadline	<b>11/14/2017 5:00 PM Pacific Time</b>
CPUC Written Answers Tentative Posting Date	11/17/2017

Key Action	Date
Bidder's Proposals Due Date*	<b>11/30/2017 5:00 PM Pacific Time</b>
Bidder Interviews	12/11/2017 - 12/14/2017
"Intent to Award" Posted in CPUC - SF Lobby and on the CPUC website	12/18/2017
Deadline to submit intent to protest (5 Business Days)	<b>12/26/2017</b>
Tentative Contract Award Date	12/31/2017

Notes:

\* The Bidder's Proposal Due Date cannot be changed except by an official addendum posted on <https://caleprocure.ca.gov>. Please refer to <https://caleprocure.ca.gov> as you develop your proposals for the latest information.

All key actions and dates after the Bidder's Proposal Due Dates are estimated and subject to change.

## 6. Contact with Commission during RFP Process

Prospective bidders shall **NOT** contact any CPUC employees or contractors regarding the proposed work associated with this RFP except as prescribed under this RFP. Any discussion or inquiry regarding this RFP may result in the disqualification of proposal or contract award. This requirement is to ensure a fair and equitable process in awarding a contract based upon merit.

## 7. Bidder Questions and Bidder's Conference

### 7.1. Bidders' Conference

The CPUC will conduct an **optional bidder's conference** where bidders may discuss and ask questions regarding the RFP and Contracts process, specific CPUC program information associated with this RFP with the Project Manager, CPUC Contracts Office, and CPUC Management is scheduled for **November 7, 2017**.

The conference will begin at 10 am and adjourn by 12 Noon or once all questions and comments are heard, whichever is earlier. Bidders that wish to participate can dial in via 866-918-7996 (participant code 9283092#). Note: All verbal information provided shall not be binding on the CPUC; if a bidder requires a formal response to any questions regarding this RFP, they must be submitted in writing as specified under Section 7.2.

### 7.2. Bidder Questions

Bidders requiring clarification of the intent or content of this RFP or on procedural matters regarding the competitive bid process may request clarification by submitting written questions



via email to [Deborah.Mok@cpuc.ca.gov](mailto:Deborah.Mok@cpuc.ca.gov). To ensure a response, questions must be received, in writing, by the scheduled date specified in RFP Section 5 - Key Action Dates.

Questions received after the dates indicated will only be answered by the CPUC as time allows, as solely determined by the CPUC, and therefore may remain unanswered.

Question and Answer sets will be provided to all potential Bidders via posting on the commercial website <https://caleprocure.ca.gov> without identifying the submitters. At the sole discretion of the State, questions may be paraphrased by the State for clarity.

- Questions must be submitted in writing via email to [Deborah.Mok@cpuc.ca.gov](mailto:Deborah.Mok@cpuc.ca.gov) by the scheduled in the Key Action Dates.
- Only written questions and written answers released by the RFP representatives shall be binding upon the Bidders and the State. Oral answers shall not be binding on the State.

## **8. Required Proposal Elements and Information**

Proposals must demonstrate the experience and expertise of the individual or team to perform the duties described in the SOW above, including but not necessarily limited to conducting a detailed examination of AT&T CA and Frontier CA covering the facilities and areas of the state to be examined and address the several issues regarding the network infrastructure, facilities and related practices, policies and procedures of the companies. The results of the examination shall be in the form of a detailed and comprehensive report submitted to the Executive Director of the California Public Utilities Commission and the Director of the Communications Division that documents the methodology and results of the examination.

### **Required Documents**

**The required documents are specified in Attachment 1 – Proposal Checklist.**

Failure to provide all items may result in automatic disqualification. Additional information of required elements is provided below:

#### **1) Bidder Business and Contact Information and Cover Letter**

All bidders must provide business and contact information. The cover letter may contain general information to introduce the firm to the CPUC and may provide a brief concise argument indicating reasons why they are best firm to complete the work under this RFP.

If the proposal is made under a fictitious name or business title, the actual **legal name** of proposer must be provided.

#### **2) Conflict of Interest Statement and Any Supporting Documentation**

All bidders must complete and sign this statement. Should any conflict of interest exist between the business activities of the proposing firm or its individuals and the interests of the proposed study, additional documentation describing the conflict must be attached to the statement and included with the proposal. (See Conflict of Interest Section)

**3) Minimum Experience and References Sheet**

Bidders must have the minimum requirements specified in Section 3. Failure to meet this requirement will result in a proposal to be deemed nonresponsive and rejected. The requirements listing project titles, staff members, and dates of contract award and completion will be submitted using Attachment #3 below as a guide.

**4) Resumes and Organizational Chart**

Provide current resumes of all proposed team members; this includes all participants from the Prime Contractor and all Sub-contractors.

Provide an organizational chart for all personnel who will be working on the project, their titles and job descriptions, and an estimate of the hours they will spend working on this contract. **DO NOT INCLUDE RATES OR ANY COST INFORMATION ON THIS CHART.**

**5) Summary of Relevant Team Experience**

In addition to resumes for each proposed team member, provide a summary of relevant work experience for the team members in a separate document.

**6) Work Plan, Proposed Methodologies/Approach**

The proposer shall develop a work plan and schedule for project completion based on the Purpose and Description of Services provided in Section 2 above. The work plan should provide at minimum a description of project tasks, sub-tasks, timelines, and milestones and include, but not limited to following: proposed methodologies, proposed approaches, contractor/sub-contractor expertise, contractor/subcontractor performance criteria and interim and final deliverables.

The work plan should provide specific tasks and milestones by which the tasks, deliverables and progress can be measured by the CPUC evaluation team and project manager.

**7) Sample Work Products/Reports**

Provide a hardcopy of a sample report (Project Management and Other Reports) prepared for a recently completed (or current) client project. Any information that is confidential or proprietary in nature for the sample report provided may be redacted to protect client confidentiality. If possible, the sample report should have been prepared by a significant portion of the proposed team members. If the proposer has performed work for the CPUC in the recent past, provide a sample report from that project, if possible.

**8) Detailed Cost Sheet**

The Cost Sheets must be submitted in hard copy and in a separate sealed envelope marked **"Do Not Open – Costs for RFP # 17PS5007 – AT&T CA and Frontier CA Network Examination"**

The detailed cost sheet shall not include any goods. **This RFP is for Non-IT Services only.** Any goods or quasi-goods line items included in the cost sheet shall not be incorporated into the final agreement.

In the Cost Sheets, Bidders shall identify all allowable costs for performing the scope of work and deliverables indicated in Section 2. Bidders shall provide hourly rates and time estimates for all team members who will be working on the project.

- (a) The rates, total cost, and description of tasks and deliverables performed by the DVBE Participant must be submitted in the sealed separate envelope, if applicable;
- (b) The rates, total cost, and description of tasks and deliverables performed by the Small Business (SB) Participant must be submitted in the sealed separate envelope, if applicable.

Bidders shall submit their bids detailing their costs using the format as illustrated in the Cost Sheets in Attachment 9. Bidders may add rows to the Cost Sheet, if necessary, and provide more detail in the Cost Sheet for the Commission's review.

The costs of all tasks and/or milestones cannot exceed the bidder's Total cost/budget submitted in the sealed separate envelope.

- 9) **Copy of registration with the California Secretary of State or can provide an explanation as why it is not necessary.**

### **All Required Forms specified in Attachment 1.**

## **9. Evaluation Process**

At the time of proposal submission, each proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP. Failure to provide required information will result in rejection of the proposal.

A responsive proposal is one which meets or exceeds the requirements stated in this RFP. The proposals that meet the minimum qualifications will be evaluated and scored.

The proposal must receive the minimum points for each rating/scoring criterion and/or the total points for all phases.

### **9.1. Overview**

The CPUC Contracts office will conduct an initial bid proposal compliance check to determine whether or not a bidder's proposal package is complete.

Proposals will be opened and checked for the presence or absence of required information in conformance with the submission requirements of this RFP.

The compliance check will include but is not limited to the following:

1. The timestamp reflects that the bid proposal was submitted on time;
2. All documents are included and properly signed in the bidder's proposal;
3. All forms as stated on Attachment 1 – Proposal Checklist and includes Preference Program documentation for Small Business, Microbusiness, Disable Veteran Business Entity requirements, Non-Small Business Contracting with Small Business and Target Area Contract Preference Act (TACPA), if applicable;
4. No rates, labor hours or cost information is contained in the bid proposal; and
5. The Cost Proposal Worksheet and contractor rates are provided in a separate sealed envelope.

Administrative Compliance		
	Fail	Pass
All required administrative documents are present and materially compliant with the general submission requirements of this RFO (refer to Attachment 1).		
The Bidder is registered as private entity, non-profit organization, the University of California, California State University Foundation, or other governmental entities.		

Proposals that do not meet the submission requirements will not be forwarded to the Evaluation Panel for the Phase I by the CPUC's Contracts Office.

- Incomplete proposals will be deemed non-compliant and rejected by the CPUC's Contracts Office and not forwarded to the evaluation panel for Phase I, Technical Evaluation.
- Proposals that are not in compliance with the RFP will be rejected.
- Proposals that contain false or misleading statements or that provide references which do not support an attribute or condition claimed by the proposer, will be rejected.

The non-compliant bidder will receive a letter from the CPUC Contracts Office explaining the reason their bid proposal did not advance to Phase I.

During the evaluation phases, the CPUC will evaluate proposals, interview contractors, and analyze costs to determine responsiveness to the CPUC's needs. An evaluation and selection team comprised of Commission personnel will determine the bidder who will be awarded a contract.

The contract will be awarded to the responsible proposer whose proposal receives the highest score by the evaluation and selection team.

The evaluation and scoring sequence is summarized in the following table:

	<b>Evaluation Description</b>	<b>Maximum Value</b>
Phase I: Technical Evaluation		
1	Minimum Qualifications	pass/fail
2	Proposal Evaluation	100 points
Phase II: Bidder Interviews		100 points
<b>3</b>	<b>Phase I/II: Score (Sum of technical and interview evaluations)</b>	<b>200 points</b>
Phase III : Cost Evaluation and Final Scoring		
4	Cost Evaluation and Final Scoring	100
<b>5</b>	<b>Unadjusted Total Score (Sum of Non-Cost, Cost Score)</b>	<b>300</b>
<b>6</b>	Small Business Preference Points***	<b>15</b>
<b>7</b>	DVBE Incentive Points* (3%, 4%, or 5%)	<b>15</b>
8	TACPA Preference Points**	<b>27</b>
<b>9</b>	<b>Total Score****</b>	<b>357</b>

\* The DVBE score shall be awarded based upon the table in Section 9.4.1.

\*\* All requests for TACPA Preferences points shall be forwarded to DGS/Procurement for verification of worksite and workforce eligibility; if awarded, TACPA points are calculated by multiplying the worksite and workforce eligibility (5% to 9%) with the highest Unadjusted Total Score. See Section 9.4.2.

\*\*\* Small Business Preference points are calculated by multiplying 5% with the highest Unadjusted Total Score of a non-small business bid. See Section 9.4.3.

The final selection will be made to the bidder achieving the highest overall score, after application of preferences.

\*\*\*\* In the unlikely event of a tie bid, the tiebreaker will be decided using a coin toss as indicated in SCM Volume 1 Section 5.4.5. Such an event will be observed by witnesses. The affected bidders will be invited to attend.

## 9.2. Phase I: Technical Evaluation

### 9.2.1. Minimum Qualifications

The CPUC will establish an evaluation panel that will evaluate each bidder's proposal to determine how well it responds to the needs and requirements of the CPUC.

Each proposal will be checked for the presence or absence of required qualifications outlined in Section 3: Minimum Requirements of Bidders. Proposals that do not meet Section 3 requirements will be rejected.

### 9.2.2. Proposal Evaluation

Proposals that meet the minimum requirements will be evaluated and scored according to the criteria indicated below. A minimum of 70 points out of 100 points must be awarded in Phase I in order to continue to Phase II: Bidder Interviews.

<b><u>CRITERIA</u></b>	<b><u>MAXIMUM POINTS AWARDED</u></b>
<b>Proposed Work Plan</b> <i>Proposed work plan demonstrates a clear understanding of the steps needed to accomplish the work, a practical and innovative approach to complete the work tasks and deliverables, and the ability to meet and exceed project goals and expectations. Provide a sample outline with milestones for each phase of the work plan.</i>	40
<b>Experience and Qualifications of Team Members</b> <i>Appropriate experience and skills in line with the qualifications required and preferred in section 2, 3 and 8 of the RFP.</i>	30
<b>Quality of Previous Work Products</b> <i>Demonstrated history of providing high quality services and work products as demonstrated by the Sample Report</i>	20
<b>Adequate Staffing Levels</b> <i>Sufficient time by the appropriate personnel to complete the necessary tasks and an appropriate commitment of senior staff members.</i>	10
<b>Total Possible Points</b>	<b>100</b>

## 9.3. Phase II: Bidder Interviews

Bidders whose proposals pass Phase II will be contacted to schedule an interview during the dates indicated in Section 5 Key Action Dates. Interviews will be conducted by the same evaluation committee members who assessed the written proposals. Travel costs incurred by the bidder are the responsibility of the bidder and will not be reimbursed by the State.

Phase II will consist of the following interview criteria.

<b><u>CRITERIA</u></b>	<b><u>MAXIMUM POINTS AWARDED</u></b>
<b>Project Presentation</b> <i>Thorough and clear presentation made with the participation of all team members. Presentation provides an overview of the more complex aspects of the project that is accessible to a non-technical audience. Questions are answered completely and clearly. Bidders may use any presentation materials deemed effective and must bring their own digital equipment, if necessary.</i>	60
<b>Overall Presentation Skills</b> <i>Bidders are skilled presenters, citing evidence when available, using non-technical language wherever feasible.</i>	40
<b>Total Possible Points</b>	<b>100</b>

## 9.4. Phase III: Cost Evaluation and Final Scoring

### Hourly Rates

Bidders shall submit the hourly labor rates and role for each team member that will perform work under the submitted proposal. **The hourly rates submitted for each role shall be fixed for the life of the contract awarded through this RFP.** The RFP and subsequent contract do NOT authorize any rate increases (COLA, Tiered Rates, or other multiple level rate structures) during the life of the contract.

### Total Cost Bid

The Bidder shall provide a Total Cost Bid that identifies all of its costs for performing the scope of work and deliverables indicated in Section 2. Bidders may add rows to the Cost Sheet, if necessary, and provide more detail in the Cost Sheet for the Commission's review. Travel costs will not be reimbursed by the Commission separately. Bidders should incorporate all travel costs associated into the price of each deliverable. Any invoiced items of the awarded bidder (or the Contractor), which are not included in the accepted Cost Sheet, will automatically be rejected and denied for invoice payment.

Each bidder's total cost for all services will be ranked from low-to-high. The proposal with the lowest total cost will receive a score of 100. The remaining proposals will receive an incrementally lower score as indicated in the example stated in SCM Volume 1 Section 5.25.

Lowest Cost Proposal = \$75,000

Other Proposal = \$100,000

Total Cost Points Available = 100 Points

Lowest Cost Proposal  $\$75,000 / \$100,000 = .75$

$.75 \times 100 = 75$  Cost Points awarded to the other proposal

The following table provides a sample distribution of awarded points for the two proposals from example above:

\*All cost figures are purely hypothetical\*

	Total Cost	Points Awarded
Proposal 1	\$100,000	75
Proposal 2	\$75,000	100

#### 9.4.1. Adjustment for DVBE Incentive

DVBE participation for this RFP: an incentive for DVBE participation up to 5% of the maximum value of the Unadjusted Total Score (Sum of Non-cost and Cost Score).

Example: The example below is based upon the total maximum value of the Technical, Bidder Interview & Cost score of 300 points.

**\*All Point Calculations are purely hypothetical\***

Confirmed DVBE participation of:	DVBE Incentive Points (Based upon 300 Total Technical/Bidder Interview/Cost Score)
5.00% and above	300 pts. * 5% = 15
4.00% to 4.99%	300 pts. * 4% = 12
3.00% to 3.99%	300 pts. * 3% = 9
2.00% to 2.99%	300 pts. * 2% = 6
1.00% to 2.99%	300 pts. * 1% = 3

Note: The application of DVBE incentive points may not displace an award to a DGS certified Small Business; however, a non-small business bidder that receives a 5% small business incentive using subcontractors may be displaced by the application of the DVBE incentive.

The DVBE incentive points are added to the total technical, bidder interview and cost score.



### 9.4.2. Adjustment for TACPA Preference Program

In evaluating proposals, the State will give preferences in accordance with the law for Bidders who are California home based and who successfully claim preferences under Target Area Contract Preference Act (TACPA) by completing and returning the appropriate forms described in RFP Section TACPA Preference Program. The TACPA Preference Program applies to all competitive transactions of \$100,000 or more.

All requests for TACPA preference points shall be forwarded to DGS/Procurement division for verification of worksite and workforce eligibility; TACPA points are calculated by multiplying the worksite and workforce eligibility percentages (5% to 9%) approved by DGS.

Available evaluation preferences under TACPA are limited to a maximum of 9% of the highest unadjusted Total Score.

The application of TACPA preference points may not displace an award to a Department of General Services (DGS) certified Small Business. However, a firm that receives a 5% non-small business subcontractor preference is not a certified Small Business may be displaced by the application of the TACPA preferences.

### 9.4.3. Adjustment for Small Business Preference Program

Small Business participation for this RFP: incentive for Small Business participation of 5%, as described in RFP Section 16.

Small Business Preference points will be calculated by multiplying 5% with the highest unadjusted total score of a non-small business bid; the points calculated shall be added to those bids who qualify under the Small Business Preference program.

Note: If the highest point score is certified small business, then the award is made to the small business and no adjustment for the small business preference program is made.

#### **Commercially Useful Function**

All contractors, subcontractors and suppliers claimed by the Bidder as either a DGS certified DVBE or Small Business must perform a Commercially Useful Function. **The Bidder must complete a certification (Attachment #11)** for each Small Business contractor specified in the proposal and bid.

As stated in Chapter 623, Statutes of 2003 (Government Code Section 14837(d) (4)), a business performing a Commercially Useful Function is one that does all of the following:

- Is responsible for the execution of a distinct element of the work of the contract.
- Carries out its obligation by actually performing, managing or supervising the work involved.
- Performs work that is normal for its business, services and function.

## **10. Other Important Information for Bidders**

### **10.1. Addendum**

The State may modify the RFP prior to the date fixed for Final Proposals Due by issuance of an addendum. Addenda will be numbered consecutively. Only the latest version of the RFP documents, as may be modified by any addenda, will be the correct and valid RFP to which Bidders must be responsive.

### **10.2. Eligibility**

This RFP Secondary is an open solicitation for private entities, non-profit organizations, the University of California, California State University Foundations, and other governmental entities, and all agreements entered into with the State of California will include by reference General Terms and Conditions (GTC 04/2017) available at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx> and Contractor Certification Clauses (CCC 04/2017) available at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx> by which the State's General Terms and Conditions (GTC-04/2017) are not negotiable.

### **10.3. Confidentiality**

Bids are public record and Bidders should be aware that marking a document "CONFIDENTIAL" or "PROPRIETARY" will not keep the document from being released unless an order by a Court specifically prevents its release by the State.

The content of hardcopy and electronic work papers and correspondence disclosing any part of a bid will be held in the strictest confidence until the Notice of Intent to Award is posted.

Any disclosure of confidential information by a State employee is a basis for disciplinary action, including dismissal from State employment, as provided by California Government Code § 19570 et seq.

### **10.4. Payment**

Allowable costs for this contract shall be included in the approved Cost Sheet. Any invoiced item that is not included in the Cost Sheet will be denied.

### **10.5. Printing Services under this RFP**

Printing services may be included in the cost portion of this RFP; HOWEVER, the contractor may not engage in any printing activity unless a waiver is provided by the Department of General Services, Office of State Publishing (OSP).

Contract awarded under this RFP requires that all printing services be sent to the Department of General Services, Office of State Publishing.

#### **10.5.1. Authorization**

Management Memo MM07-06: <http://www.dgs.ca.gov/osp/Resources/SAMMM.aspx>

All printing activity associated with this RFP is subject to review by the Office of State Publishing (OSP). OSP has the first right of refusal for any printing jobs associated with the work contracted under this RFP. The OSP will determine whether or not to accept a printing request upon review of the following print specifications. Unless the OSP grants a specific or general waiver, the OSP will complete all printing request.

A contract awarded under this RFP does not authorize any printing activity performed by the prime or sub-contractor. Printing activity as defined under DGS Management Memo 07-06 issued on 6/21/2007 under the State Administrative Manual is not authorized and shall not be reimbursed under this contract.

State agencies must now procure printing services through the Office of State Publishing (OSP). In order to ensure compliance, departments and agencies must first contact the OSP to determine if the OSP can provide the printing services in question.

If a waiver is submitted to and approved by DGS, Office of State Printing, contract awarded under this RFP may be amended in writing to allow printing activity.

### **10.5.2. Small Business/DVBE Sub-Contracted Printers**

DVBE or Small Business sub-contracted printers cannot be used to meet the minimum DVBE and/or Small Business participation requirements under this RFP.

DVBE or Small Business printers will not be factored into the Evaluation Process and will not be used in the calculation of the DBVE or Small Business requirements.

If a bidder submits a DVBE or Small Business printer and printing activity becomes authorized under the executed contract, the amount associated in whole or in part may be used to satisfy the minimum DVBE or Small Business participation requirements at time of audit.

## **11. Conflict of Interest**

### **11.1. General Description**

- A. For purposes of this Agreement, “conflict of interest” means:
  - a) a conflict of interest as defined in this RFP or any resulting Agreement;
  - b) a conflict of interest prohibited by any applicable Federal or State law, including the Political Reform Act, relating to conflicts of interest;<sup>20</sup> and/or
  - c) A financial interest that may impair the ability of the individual or firm to deliver fair unbiased work for the State.
- B. The bidder agrees to notify the Commission’s Project Manager promptly of any potential conflict of interest, including those of all persons performing work for the bidder under this Agreement, whether employees, independent contractors or others. The CPUC may exercise its option to direct termination of any individual or firm or this Agreement, if such a conflict is found.

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<sup>20</sup> The Political Reform Act is set forth in Government Code section 81000 et. seq.

## **11.2. Additional Conflicts Evaluation**

- A. The following conditions, for any prospective team member (firm, or individual, whether a contractor or subcontractor, etc., performing or supervising work under this contract whose work on this project is expected to involve the exercise of judgment), may constitute a conflict of interest:
  - 1) Current contracts/employment with, or active proposals before the Covered Entities or any parent, subsidiary or affiliate thereof.
  - 2) A conflict of interest prohibited by any applicable Federal or State law, including the Political Reform Act, relating to conflicts of interest.
- B. The presence or absence of conflicts will be scored in the evaluation process.

## **11.3. Disclosures**

This section discusses disclosures that must be made by firms, including subcontractors.

- A. A number of conditions may render a team unable to give impartial, technically sound, objective assistance and advice, otherwise result in a biased work product, or result in an unfair competitive advantage. In order to properly evaluate and judge the proposed team, and avoid termination and/or controversy at a later stage, DISCLOSE for each participating firm and individual:
  - 1) Prior contracts during the last three years with the Covered Entities or any parent, subsidiary, or affiliate thereof. Provide the total amount of payments, duration, and nature of service.
  - 2) Any current contract, subcontract, active proposals, business relationship with, or any financial interest in any of the Covered Entities. (List the entity's name, the nature, the scope and duration of the relationship or interest and its total monetary value.)
  - 3) Any work performed within the last three years for entities planning, developing, constructing or operating the delivery of ancillary services to California consumers (including marketing, brokering and financial instruments). (Provide the client name, total amount of payments, duration and nature of services provided.)
- B. Failure to disclose the above-mentioned could be grounds for disqualification.
- C. The disclosures and potential conflicts will be judged and used as an evaluation criterion in the bid selection process.

## **11.4. Additional Disclosures**

This section shall apply to all team members or individuals performing work for the Commission, whether employees, independent contractors or others, who exercise judgment in making recommendations to the CPUC. The consultant agrees to require any such person who works for the Commission under this Agreement, whether employees, independent contractors or others, to agree to be bound by the terms of this section of this Agreement.

- A. If (i) any individual team member who might perform work in response to this RFP also owns 10% or more of the firm performing the work and (ii) the firm now or

- within the past 12 months has been under contract with or received income from any of the Covered Entities or its parent, subsidiaries, or affiliates, disclose: the name of the individual; his or her percentage of ownership; cost and length of the contract (or if no contract, the amount of income received and the period over which received); and a brief description of the scope of work. (For purposes of this disclosure, a sole proprietor owns 100% of the firm.)
- B.** If any individual who might perform work in response to this RFP has received within the past 12 months (or will receive during any 12 month period) \$500 or more of income from a Covered Entity, disclose the individual's name and the source of income (in response to this question, include the total income of the individual, his or her spouse or registered domestic partner).
  - C.** If any individual who might perform work in response to this RFP has an investment in any Covered Entity worth \$2000 or more, disclose individual's name and the company in which the investment is held (in response to this question, include the total investments of the individual, his or her spouse, or registered domestic partner, and dependent child).<sup>21</sup>
  - D.** Contractor agrees to refrain from entering into any relationship that could result in a conflict of interest in the performance of work under this RFP and to notify the Commission's Project Manager promptly of any potential conflict of interest, including those of its employees, subcontractors, and/or anyone performing work under this RFP.
  - E.** The successful bidder agrees to comply with any and all applicable conflict of interest laws. This shall include compliance with state conflict of interest laws as directed by the CPUC's Project Manager. Additional information may be required in order to comply with state conflict of interest requirements.

### **11.5. Rules Relating to Former and Current State Employees**

Bidders are on notice of the following provisions regarding current or former state employees and disclose any disqualifying situations from the following provisions:

#### Current State Employees (Public Contract Code (PCC) §10410):

No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

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<sup>21</sup> An individual at a firm may not be able to perform work relating to a particular Covered Entity if that individual discloses an investment in that Covered Entity (or its parent, subsidiaries, or affiliates). However, that will not bar a firm from performing work relating to that particular Covered Entity if that individual performs no work on that contract, nor will it bar the firm from performing work to other related Covered Entities.

No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC §10411):

For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

## **12. Submission of Proposal**

### **1. Content of Proposal Submission:**

The content of Bidder's proposal package should include, but not limited to, the following things:

- All required information for Phases I, II, and III as previously described; and
- Required Bid Attachments (see Attachment 1 Proposal Checklist).

Omissions, inaccuracies or misstatements may be sufficient cause for rejection of a proposal.

2. The proposal package should be prepared in the least expensive method. Expensive bindings, color displays, promotional materials, et cetera, are neither necessary nor desired. Bidders are encouraged to concentrate on conformity with RFP instructions, responsiveness to RFP requirements and the clarity and completeness of the bid's content.
3. The original proposal must be marked "MASTER." All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.
4. Submit three (3) copies, marked or identified as "COPY" with the original proposal.
5. The bid price and all cost information must be submitted in a separate sealed envelope. The envelope containing bid and cost information will be affixed to the outside of the proposal package and marked **"Do Not Open –RFP # 17PS5007 – AT&T CA and Frontier Communications/Verizon CA Network Examination."**

6. All proposals and cost information must be submitted under sealed cover and received by the CPUC by the Final Proposals Due date as identified in Section 5 Key Action Dates. Proposals received after this date and time will not be considered.
7. The proposal envelopes must be plainly marked with this RFP number and title, your firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

Your Firm's Name  
Your Firm's Address  
City, State and Zip Code  
**RFP # 17PS5007**  
**AT&T CA and Frontier CA Network Examination**  
**ATTENTION: Deborah Mok, Contracts Officer**

Proposals not submitted under sealed cover and marked as indicated **will** be rejected.

8. Required Information for Evaluation: Proposals not including the proper "required attachments" shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements. Mail proposals to the following address:

**DO NOT OPEN**  
**RFP 17PS5007**  
**AT&T CA and Frontier CA Network Examination**  
California Public Utilities Commission  
Contracts Office  
**ATTENTION: Deborah Mok, Contracts Officer**  
505 Van Ness Avenue, 2<sup>nd</sup> Floor  
San Francisco, CA 94102

If proposals are hand delivered, they must be addressed as indicated above, but physically delivered to CPUC Mail Room. The CPUC Mail Room is located on the first floor and is open from 8:00am to 12:00 Noon and 1:00pm to 5:00pm. Please advise the guard at the security desk that you are dropping off documents with the CPUC mail room.

The proposal must be Date Stamped by the Mail Room. Please ensure that you ask for DATE and TIME STAMP. The CPUC recommends that you bring a copy of the cover letter to have date stamped for your records.

**NOTE:** Failure to deliver the Proposal by the date and time listed in the Key Action Dates will be cause for rejection of the proposal. It is the responsibility of the Bidder to ensure documents arrive on time. **The CPUC is not responsible for errors or delays caused by delivery companies.**

9. Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.

10. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all proposals. The State may waive any immaterial deviation in a proposal. The State's waiver of immaterial deviation shall in no way modify this RFP document or excuse the proposer from full compliance with all requirements if awarded the agreement.
11. Costs incurred for developing proposals and in anticipation of the award of the agreement are entirely the responsibility of the proposer and shall not be charged to the State of California.
12. An individual who is authorized to bind the proposing firm contractually shall sign the Attachment 6, Proposal/Proposer Certification Sheet. The signature must be in blue ink and indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
13. A bidder may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline as set forth in the Key Action Dates. Proposal modifications offered in any other manner, oral or written, will not be considered.
14. A bidder may withdraw its proposal by submitting a written withdrawal request to the CPUC, signed by the bidder or an authorized agent. A bidder may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
15. The CPUC may modify this RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.
16. The CPUC reserves the right to reject all proposals for reasonable cause including cost. The agency is not required to award an agreement.
17. Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with this RFP's requirements.
18. More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered. Reasonable grounds for believing that any bidder has submitted more than one proposal for the work contemplated herein will cause the rejection of all proposals submitted by that bidder. If there is reason for believing that collusion exists among the proposers, none of the participants in such collusion will be considered in this or future procurements.

### **13. Award and Protest**

At least five working days prior to awarding the agreement, a "Notice of Intent to Award" will be posted in a public place at Commission headquarters, located at 505 Van Ness Avenue in San Francisco, Lobby, 1<sup>st</sup> Floor and posted on the CPUC website at: [www.cpuc.ca.gov](http://www.cpuc.ca.gov) on the date or about the indicated in the Key Action Dates.

If, within five (5) working days after the posting of the Intent to Award, a Bidder files a written protest on the grounds that, according to the rules of the RFP, the protesting Bidder should have been judged the responsive and compliant Bidder with the most awarded total points, the



agreement shall not be awarded until either the protest has been withdrawn or the State has decided on the matter.

The protesting Bidder shall submit its protest to both the Department of General Services and the CPUC with a detailed written statement specifying the grounds for the protest.

The written protest must be sent to:

**Department of General Services**  
**Office of Legal Services**  
707 Third Street, 7th Floor, Suite 7-330  
West Sacramento, California 95605  
FAX: (916) 376-5088

A copy of the detailed written statement should be mailed to:

California Public Utilities Commission  
**Attention: Contracts Manager**  
505 Van Ness Avenue, Room 2008  
San Francisco, CA 94102

It is recommended that protests be submitted by certified or registered mail.

For detailed information regarding the protest process, see SCM Volume 1 Chapter 6.

<http://www.dgs.ca.gov/ols/Resources/StateContractManual.aspx>. Upon award of the agreement and resolution of protest(s), if any, the awarded Contractor will be required to execute the Standard Agreement and other documentation as required. A sample of a Standard Agreement has been attached for reference.

**Standard Agreement** -Std. 213 - (See Attachment 14) – Contractor will be provided a complete standard agreement similar to the attachment. The standard agreement will include at minimum, the following Exhibits:

1. Exhibit A – Scope of Work
2. Exhibit B – Budget Detail and Payment Provisions
3. Exhibit C – General Terms and Conditions
4. Exhibit D – Special Terms and Conditions (GTC-04/2017)
5. Exhibit E – Additional Provisions

## **14. Disposition of Proposals**

Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public. The CPUC cannot prevent the disclosure of public documents. However, the contents of all proposals, correspondence, agenda, memoranda and working papers, or any other medium which discloses any aspect of Bidder's proposal, shall be held in the strictest confidence until the notice of "Intent to Award" is released to the public.

## 15. Agreement Execution and Performance

Service shall start not later than the express date set by the CPUC and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's Proposal price and the actual cost of performing work by another contractor.

All performance under the agreement shall be completed on or before the termination date of the agreement.

**The State does not accept alternate contract language from a prospective contractor.** A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) (see Exhibit C) are not negotiable.

A proposal with such language will be considered a counter proposal and will be rejected.

No oral understanding or agreement shall be binding on either party.

## 16. Preference and Incentive Programs

The State of California has established specific socio-economic procurement programs that may apply to this RFP.

The Preference and Incentive programs described herein may not require Bidders to participate in those programs for this RFP. If not required, Bidders may elect to participate and may receive additional evaluation preference points as described. There are significant limitations on the amount of preference points or dollars that can be applied by participation in these programs, individually and in combination.

Links and references are provided throughout this section to DGS website information. This information and all DGS website information are subject to the following DGS disclaimer, which is also available via the "Disclaimer" link at the bottom of the DGS webpage at [www.dgs.ca.gov](http://www.dgs.ca.gov).

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#### Disclaimer of Endorsement

DGS sometimes distributes data supplied by third parties. Any opinions, advice, statements, services, offers, or other information or content expressed or made available by third parties, are those of the respective author(s) or distributor(s) and not necessarily of DGS.

Reference herein to any specific commercial products, process, or service by trade name, trademark, manufacturer, or otherwise does not constitute or imply endorsement, recommendation, or preference by DGS, and such reference shall not be used for advertising or product endorsement purposes.

Choice of Law: Construction of the disclaimers above and resolution of disputes thereof are governed by the laws of the State of California.

## 16.1. DVBE Incentive Program and Minimum Requirement

The State has established goals for DVBE participation in State contracts.

The CPUC has incentive programs to encourage DVBE participation in order to meet the state law of 3% DVBE Participation

### **This solicitation waives a minimum three percent (3%) DVBE participation**

Bidders are cautioned to read and understand all of the DVBE and preference program requirements and how points are applied.

General information about these requirements is available at the DGS Procurement Division website at [www.dgs.ca.gov/pd/Programs/OSDS.aspx](http://www.dgs.ca.gov/pd/Programs/OSDS.aspx).

General questions about the State's DVBE programs may be directed to the DGS Procurement Division's Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS)

at (916) 375-4940. Questions regarding the DVBE participation specific to this RFP should be directed to this RFP's Procurement Official.

Please read this entire requirement carefully, including its mandatory submission forms. Bidders who claim DVBE participation but are later found to violate the DVBE program requirements shall be subject to significant sanctions.<sup>22</sup>

If for this agreement the Contractor made a commitment to achieve DVBE participation, then the Contractor must within 60 days of receiving final payment under this agreement (or within such other time period as may be specified elsewhere in this agreement) certify in a report to the awarding department all of the following:

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.
3. The amount each DVBE received from the prime contractor.
4. That all payments under the contract have been made to the DVBE(s).
5. The actual percentage of DVBE participation that was achieved.

A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Military & Veterans Code (M&VC) § 999.5(d))

Contractor understands and agrees that should award of this contract be based in part on their commitment to use the DVBE subcontractor(s) identified in their bid or offer, in accordance with Military and Veterans Code 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and such replacement must be approved by the DGS. Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in M&VC § 999.9; PCC § 10115.10, or PCC § 4110 (applies to public works only).

An explanation of the DVBE requirements can be found at the following Internet web site:

<http://www.pd.dgs.ca.gov/dvbe/default.htm>

#### **16.1.1. DVBE Participation Forms Required with the Bid**

Bidders must complete the appropriate information on the Bidder Declaration Form GSPD 05-105 to claim DVBE participation. This form allows Bidders to identify if they are a DVBE and/or to identify DVBE subcontractors, their proposed contract function, and the corresponding percentage of participation. The GSPD-05-105 form and its instructions are included in this RFP as Bid Attachment 5. It can also be found at the following link:

[www.documents.dgs.ca.gov/pd/poliproc/MASTEr-BidDeclar08-09.pdf](http://www.documents.dgs.ca.gov/pd/poliproc/MASTEr-BidDeclar08-09.pdf)

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<sup>22</sup> See [www.dgs.ca.gov/pd/Programs/OSDS/firmviolations.aspx](http://www.dgs.ca.gov/pd/Programs/OSDS/firmviolations.aspx) regarding violations.

A Disabled Veteran Business Enterprise Declarations (STD. 843) form must also be completed by California-certified DVBE owners and managers of each DVBE firm that will be participating in the awarded purchase document. The STD. 843 form is included in this RFP as Bid Attachment 4. It can also be found at the following link:

[www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf](http://www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf)

All disabled veteran owners and disabled veteran managers of each participating DVBE must sign a STD 843 form. When claiming any DVBE participation, the completed form(s) must be submitted with the Bidder's Final Proposal. Failure to provide the form(s) within the time frame specified by the State may cause your bid to be rejected.

At the State's option prior to award, bidders may be required to submit additional written clarifying information. Failure to submit the requested written information as specified may be grounds for proposal rejection.

### **16.1.2. Resources for Locating DVBEs**

Resources for locating DGS certified DVBEs for participation include, but are not limited to:

DGS OSDS Outreach Section:

<http://www.dgs.ca.gov/pd/Programs/OSDS/Outreach.aspx>

DGS DVBE and Small Business search engine (Caleprocure):

<https://www.caleprocure.ca.gov/pages/sbdvbe-index.aspx>

Listing of DVBE trade papers:

[www.documents.dgs.ca.gov/pd/smallbus/TradePaper.pdf](http://www.documents.dgs.ca.gov/pd/smallbus/TradePaper.pdf)

Listing of DVBE focus papers:

[www.documents.dgs.ca.gov/pd/smallbus/FocusPaper.pdf](http://www.documents.dgs.ca.gov/pd/smallbus/FocusPaper.pdf)

List of local DVBE contacts:

[www.documents.dgs.ca.gov/pd/smallbus/RefOrg.pdf](http://www.documents.dgs.ca.gov/pd/smallbus/RefOrg.pdf)

Calendar of DVBE events:

[www.documents.dgs.ca.gov/pd/events/SBDVBEevents.doc](http://www.documents.dgs.ca.gov/pd/events/SBDVBEevents.doc)

### **16.1.3. DVBE Incentive Program**

This RFP offers an optional proposal evaluation incentive for Bidders that commit to achieving up to five percent DVBE participation. For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration GSPD-05-105 (Bid Attachment 5) and as confirmed by the State.

Under California Code of Regulations 1896.99.100, the California DVBE Incentive provides responsive and responsible firms the opportunity to receive additional incentive calculations. The incentive is applied at the time of solicitation evaluation when a proposing firm selects a California-certified DVBE subcontractor to provide services or commodities in support of the overall contract effort. Application of the DVBE Incentive may place the proposing firm in line for contract award.

The following are key elements of the DVBE Incentive Program:

- a. The DVBE Incentive is applied during the evaluation process and is *only* applied to responsive proposals from responsible firms proposing the percentage of DVBE participation for the incentive specified in the solicitation.
- b. The Incentive is calculated based upon the method described in Section 9.4.1. These points are added to the firm's total earned technical, bidder interviews and cost points. Computation is for evaluation purposes only and cannot be used to achieve any applicable minimum point requirements. (CCR 1896.99.100 (d)) Please refer to Section 9 of this RFP for an example of the DVBE Incentive application and computation.
- c. Services or commodities provided by the DVBE firm must meet the definition of a "Commercially Useful Function" (CUF) as defined under Government Codes: 14837; 14838.6; 14839; 14842; 14842.5 and Military and Veterans Code 999 and 999.6. A DVBE firm not meeting CUF regulations will render the responding firm ineligible for the DVBE Incentive and may render the entire submission as non-responsive.

## **16.2. Small Business Requirement and Preference Program**

The State has established goals for Small Business participation in State contracts.

The State of California has a preference program to encourage Small Business participation in order to meet the annual Statewide Agency goal of 25% Small Business. Small Business participation can be accomplished as a prime contractor or via subcontracting. The CPUC encourage all bidders to participate in the preference program for California Certified Small Business.

There are several preferences given to contractors who can meet certain requirements. These preferences are each identified below. If the bidder satisfies the requirements and is asking for evaluation preferences, the bidder must clearly identify in Attachment 8, Small Business Affidavit, submitted with the Bidder's proposal, which of the preferences it qualifies for and that the Bidder is requesting the appropriate preferences.

To claim a Small Business preference, the small business firm(s) must have its principal place of business located in California, have a complete application (including proof of annual receipts) on file with the State OSDS by 5:00 P.M. on the Final Proposal due date and be verified by such office. Questions regarding the certification or the preference approval process should be directed to the OSDS at (916) 375-4940.

Bidders have the option of requesting a Small Business preference. Bidders who claim a Small Business preference but are later found to violate the Small Business requirement shall be subject to significant sanctions.<sup>23</sup>

A copy of the regulations, instructions and format for claiming the small business preference is available online at:

[www.documents.dgs.ca.gov/pd/smallbus/CertAppInstructions.pdf](http://www.documents.dgs.ca.gov/pd/smallbus/CertAppInstructions.pdf)

### **16.2.1. Preference for DGS Certified Small Businesses**

Bidders claiming a small business preference must submit Bid Attachment 8, Small Business Affidavit, and indicate their DGS small business certification number. Bidders shall also include a copy of their DGS small business certification with their bids. All Bidders claiming the five percent preference as a DGS certified Small Business must also perform a Commercially Useful Function as described in RFP Section 16.4 Target Area Contract Preference Act (TACPA)

Preference will be granted to California-based contractors in accordance with California Government Code Section 4530 et seq., whenever contract for goods and services are in excess of \$100,000 and the Contractor meets certain requirements as defined in the CCR (Title 2, Section 1896.30) regarding labor needed to produce the goods or provide the services being procured. Bidders desiring to claim Target Area Contract Preferences Act shall complete Std. Form 830 and submit it with the Final Proposal. Refer to the following website link to obtain the appropriate form with instructions:

<http://www.dgs.ca.gov/dgs/ProgramsServices/Forms/FMC/search/resultsNumber.aspx?number=830>

A bidder who has claimed a TACPA preference(s) and is awarded the contract will be obligated to perform in accordance with the preference(s) requested, provided that the TACPA preference(s) was granted in obtaining the contract.

Commercially Useful Function.

Dollar amounts must not be included on the Affidavit or on related forms, as that may be cause for rejection of the bid.

Bidders claiming the preference must be certified by California as a small business. Questions regarding certification should be directed to the OSDS at (916) 375-4940.

Small Businesses are desired and encouraged to participate in this RFP. California Government Code § 14835, et seq. requires a preference be given to bidders who qualify as a small business. The rules and regulations of this law, including the definition of a small business for the delivery of goods and services, are contained in CCR, Title 2, Section 1896, et seq. The small business preference is for California-based small businesses.

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<sup>23</sup> Additional information regarding violations available at [www.dgs.ca.gov/pd/Programs/OSDS/firmviolations.aspx](http://www.dgs.ca.gov/pd/Programs/OSDS/firmviolations.aspx).



Information about the Small Business preference program can be found at:

[www.pd.dgs.ca.gov/smbus/default.htm](http://www.pd.dgs.ca.gov/smbus/default.htm)

### **16.2.2. Small Business Preferences for Non-Small Businesses**

([www.dgs.ca.gov/pd/Programs/OSDS/SBEligibilityBenefits.aspx](http://www.dgs.ca.gov/pd/Programs/OSDS/SBEligibilityBenefits.aspx))

Government Code Section 14838(b)(1)(2) now provides a small business preference for a non-small business entity.

The preference to a non-small business bidder that commits to small business or micro business subcontractor participation of twenty-five percent (25%) of its Total Cost. A non-small business, which qualifies for this preference, may not take an award away from a certified small business based on the preference. The small business regulations are located at 2 CCR 1896.

Bidders that are not a DGS certified small business, but who are claiming a five percent small business preference must submit Bid Attachment 8, Small Business Affidavit, indicating this claim.

Dollar amounts must not be included on the Affidavit or on related forms, as that may be cause for rejection of the bid.

If claiming the non-small business subcontractor preference, the proposal response must include a list of the small businesses with which the Bidder commits to subcontract in an amount of at least twenty-five percent (25%) of the Total Cost with one or more California Certified Small Businesses. Each listed certified small business must perform a “Commercially Useful Function”<sup>24</sup> in performance of the contract as defined in Government Code Section 14837(d)(4).25.

The required list of California Certified Small Business subcontractors must be attached to the proposal response and must include the following: 1) Subcontractor or supplier name, 2) contact person, 3) mailing address, 4) phone number, fax number and email address, 5) DGS Small Business certification number, 6) description of the work to be performed and/or products supplied, and 7) percentage of the Total Cost (as specified in the solicitation) per subcontractor or supplier. Completion of Attachment 5, Bidder Declaration GSPD-05-105, will meet this requirement. Bidders may also include copies of their subcontractor’s and supplier’s DGS small business certifications with their bids.

### **16.3. TACPA Preference Program**

The State has a dedicated procurement program designed to stimulate business and employment in geographic areas determined to be economically distressed, with areas of high unemployment, under the Target Area Contract Preference Act (TACPA). The DGS Procurement Division/Dispute Resolution/Preference Program Section administers the TACPA program and provides resource information. The Dispute Resolution general number is (916) 375-4611. The

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<sup>24</sup> See also RFP Section 16.5 Commercially Useful Function



DGS Preference Program information line is (916) 375-4609. TACPA bid evaluation preferences are available as described in RFP Section 9 Evaluation Process.

#### **16.4. Target Area Contract Preference Act (TACPA)**

Preference will be granted to California-based contractors in accordance with California Government Code Section 4530 et seq., whenever contract for goods and services are in excess of \$100,000 and the Contractor meets certain requirements as defined in the CCR (Title 2, Section 1896.30) regarding labor needed to produce the goods or provide the services being procured. Bidders desiring to claim Target Area Contract Preferences Act shall complete Std. Form 830 and submit it with the Final Proposal. Refer to the following website link to obtain the appropriate form with instructions:

<http://www.dgs.ca.gov/dgs/ProgramsServices/Forms/FMC/search/resultsNumber.aspx?number=830>

A bidder who has claimed a TACPA preference(s) and is awarded the contract will be obligated to perform in accordance with the preference(s) requested, provided that the TACPA preference(s) was granted in obtaining the contract.

#### **16.5. Commercially Useful Function**

All contractors, subcontractors and suppliers claimed by the Bidder as either a DGS certified DVBE or Small Business must perform a Commercially Useful Function. **The Bidder must complete a certification (Attachment #11)** for each DVBE and Small Business contractor specified in the proposal and bid.

As stated in Chapter 623, Statutes of 2003 (Government Code Section 14837(d)(4)), a business performing a Commercially Useful Function is one that does all of the following:

- Is responsible for the execution of a distinct element of the work of the contract.
- Carries out its obligation by actually performing, managing, or supervising the work involved.
- Performs work that is normal for its business, services and function.
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

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

## **ATTACHMENT 1 – PROPOSAL CHECKLIST**

To assist Bidders and the CPUC in verifying the completeness of the bid, Bidder will include this checklist with their proposal. Mark the box to indicate each item submitted.

The original proposal must be marked "MASTER." All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm.

Submit three (3) copies, marked or identified as "COPY" with the original proposal.

### **RFP: Mandatory Attachments for All Bidders**

- ☐ Bidder Business Information and Cover Letter
- ☐ Contact Information for Proposers
- ☐ Proposal Checklist (Attachment 1 - this document)
- ☐ Conflict of Interest Statement (see Attachment 2)
- ☐ Attached Conflict of Interest Documentation (if applicable, see RFP Section 11)
- ☐ Minimum Experience and References Sheet (see Attachment 3)
- ☐ DVBE Declarations – STD 843 (see Attachment 4)
- ☐ Bidder Declaration – GSPD-05-105 (see Attachment 5)
- ☐ Bidder (Proposer) Certification Sheet (see Attachment 6)
- ☐ Darfur Contracting Act Requirements (see Attachment 7)
- ☐ Contractor Certification Clauses – CCC 04/17 (see Attachment 10)
- ☐ A copy of registration with the California Secretary of State or a statement to explain why it is not necessary
- ☐ Payee Data Record (STD 204) (see Attachment 12)
- ☐ Resumes for all Proposed Team Members (Including Sub-Contractor Staff)
- ☐ Summary of Relevant Team Experience
- ☐ Work Plan (as described in RFP Section 2)
- ☐ Sample Report(s) from Previous Client(s)
- ☐ Minimum Bidder Requirements (Section 3)
- ☐ California Civil Rights Laws Certification (see Attachment 13)

**RFP: (Required Attachments)**

- ☐ Small Business Affidavit (see Attachment 8)
- ☐ TACPA form and attachments (see RFP Section 16.3)
- ☐ Commercially Useful Function Certification (see Attachment 11)

**Cost Data (BID PROPOSAL ONLY)**

- ☐ Cost Sheet (see Attachment 9)
  1. Enclose one "Master" Proposal and [3 copies] marked as "Copy" of the Cost Sheet in a separately sealed envelope marked "**Do Not Open – RFP 17PS5007: AT&T CA and Frontier Network Examination** "
  2. Include the sealed Cost Sheet envelope within the Bidder's Proposal sealed bid package.
  3. Do not include the cost data that may be accessed outside the Cost Sheet envelope.

**Contract Sample (Applicable to the Awarded Contractor Only)**

Note: The bidder shall expect that the items described in the Sample Standard Agreement (Attachment 14) will be included in an agreement upon award of the contract. The agreement shall not include any contract language that has not been approved in advance in writing by the CPUC Procurement Official.

**IMPORTANT NOTICE TO BIDDER:**

The CPUC makes no warranty that this checklist is a full and comprehensive listing of all requirements specified in the solicitation. Checking off the items on the checklist does not establish your firm's intent, nor does it constitute responsiveness to the requirements. The checklist is merely a tool to assist the participating Bidder in compiling their Final Proposal response. Bidder is encouraged to carefully read the entire solicitation.

The CPUC again emphasizes the need for each Bidder to verify all documentation and responses prior to the submission of final proposals.

## **ATTACHMENT 2 – CONFLICT OF INTEREST STATEMENT**

Bidders need to be aware of the following provisions regarding current or former state employees and disclose any disqualifying interests from the following provisions:

Current State Employees (Public Contract Code §10410):

1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Public Contract Code §10411):

1. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

**Bidders also need to disclose information that is outlined in Section 11 of the RFP.**

## CONFLICT OF INTEREST STATEMENT

By submitting this Conflict of Interest Statement with its proposal, the Bidder named below hereby attests that

1. The bidder and its proposed team members, including employees, subcontractor(s), and/or anyone performing the scope of work indicated in Exhibit A, are compliance with Public Contract Code §10410 and §10411, which applies to current and former State employees.
2. The bidder and its proposed team members, including employees, subcontractor(s), and/or anyone performing the scope of work indicated in Exhibit A, agrees to refrain from entering into any relationship that could result in a conflict of interest.
3. The bidder and its proposed team members, including employees, subcontractor(s), and/or anyone performing the scope of work indicated in Exhibit A, have provided a full disclosure and additional information regarding any and all potential conflicts of interest under the terms of this RFP.
4. The bidder will notify CPUC Project Manager promptly of any potential conflict of interest, including those of its employees, subcontractors, and/or anyone performing the scope of work indicated in Exhibit A.

Legal Name of Bidder: \_\_\_\_\_

Signed by: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT 3 – MINIMUM EXPERIENCE AND REFERENCES

### BASIC QUALIFYING EXPERIENCE

If Attachment #1 states that the submission of this attachment is mandatory, failure to complete and return this attachment with your proposal will cause your proposal (bid) to be rejected and deemed nonresponsive.

In order to demonstrate that the proposing firm has the minimum experience in performing the tasks outlined in the Scope of Work as specified in the RFP, each bidder must provide a chronological list of similar work performed by the firm or individual staff within the last five years. Include project titles, staff members and dates of contract award and completion using the table below as a guide.

### SUMMARY SHEET

	Name of Firm	<u>Date Started</u>	<u>Date Completed</u>	<u>Total Months</u>
REF 1				
REF 2				
REF 3				
REF 4				
REF 5				
REF 6				
OTHER				
<i>Total Number of Months Experience</i>				

## **REFERENCE DETAILS**

Respondent will submit requested information for references where respondent provided similar services to the referenced party in the last five years. If three references cannot be provided, please explain why three references cannot be provided on an attached sheet of paper.

### **REFERENCE 1**

Name of Firm:	City:	State:	Zip Code:
Street Address:	Alternate Contact Person (Name and Title):		
Contact Person (Name and Title):	Telephone Number:		
Telephone Number:	Email Address:		
Email Address:	Value or Cost of Service:		
Dates of Service:			
Description of Service Provided:			

### **REFERENCE 2**

Name of Firm:	City:	State:	Zip Code:
Street Address:	Alternate Contact Person (Name and Title):		
Contact Person (Name and Title):	Telephone Number:		
Telephone Number:	Email Address:		
Email Address:	Value or Cost of Service:		
Dates of Service:			
Description of Service Provided:			

### **REFERENCE 3**

Name of Firm:	City:	State:	Zip Code:
Street Address:	Alternate Contact Person (Name and Title):		
Contact Person (Name and Title):	Telephone Number:		
Telephone Number:	Email Address:		
Email Address:	Value or Cost of Service:		
Dates of Service:			
Description of Service Provided:			

**REFERENCE 4**

Name of Firm:	City:	State:	Zip Code:
Street Address:			
Contact Person (Name and Title):	Alternate Contact Person (Name and Title):		
Telephone Number:	Telephone Number:		
Email Address:	Email Address:		
Dates of Service:	Value or Cost of Service:		
Description of Service Provided:			

**REFERENCE 5**

Name of Firm:	City:	State:	Zip Code:
Street Address:			
Contact Person (Name and Title):	Alternate Contact Person (Name and Title):		
Telephone Number:	Telephone Number:		
Email Address:	Email Address:		
Dates of Service:	Value or Cost of Service:		
Description of Service Provided:			

**REFERENCE 6**

Name of Firm:	City:	State:	Zip Code:
Street Address:			
Contact Person (Name and Title):	Alternate Contact Person (Name and Title):		
Telephone Number:	Telephone Number:		
Email Address:	Email Address:		
Dates of Service:	Value or Cost of Service:		
Description of Service Provided:			



## ATTACHMENT 4 – DVBE DECLARATIONS (STD 843)

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES PROCUREMENT DIVISION

### DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

STD. 843 (Rev. 11/2005)

Instructions: The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete this declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. Violations are misdemeanors and punishable by imprisonment or fine and violators are liable for civil penalties. All signatures are made under penalty of perjury.

#### SECTION 1

Name of certified DVBE: \_\_\_\_\_ DVBE Ref. Number: \_\_\_\_\_

PO/Contract Description (materials/supplies/services/equipment): \_\_\_\_\_

Solicitation/Contract Number: \_\_\_\_\_ SCPRS Ref. Number: \_\_\_\_\_

(FOR STATE USE ONLY)

#### SECTION 2

APPLIES TO ALL DVBEs. Check only one box in Section 2 and provide original signatures.

- ☐ I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete Section 3 below if renting equipment.
- ☐ Pursuant to Military and Veterans Code Section 999.2 (f), I (we) declare that the DVBE is a broker or agent for the principal(s) listed below or on an attached sheet(s). *(Pursuant to Military and Veterans Code 999.2 (e), State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent DVBE participation goal.)*

All DV owners and managers of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

\_\_\_\_\_  
(Printed Name of DV Owner/Manager) (Signature of DV Owner/ Manager) (Date Signed)

\_\_\_\_\_  
(Printed Name of DV Owner/Manager) (Signature of DV Owner/Manager) (Date Signed)

Firm/Principal for whom the DVBE is acting as a broker or agent: \_\_\_\_\_  
(If more than one firm, list on extra sheets.) (Print or Type Name)

Firm/Principal Phone: \_\_\_\_\_ Address: \_\_\_\_\_

#### SECTION 3

APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.

- ☐ Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.
- ☐ The undersigned owner(s) own(s) at least 51% of the quantity and value of each piece of equipment that will be rented for use in the contract identified above. I (we), the DV owners of the equipment, have submitted to the administering agency my (our) personal federal tax return(s) at time of certification and annually thereafter as defined in *Military and Veterans Code 999.2, subsections (c) and (g)*. *Failure by the disabled veteran equipment owner(s) to submit their personal federal tax return(s) to the administering agency as defined in Military and Veterans Code 999.2, subsections (c) and (g), will result in the DVBE being deemed an equipment broker.*

Disabled Veteran Owner(s) of the DVBE (attach additional pages with signature blocks for each person to sign):

\_\_\_\_\_  
(Printed Name) (Signature) (Date Signed)

\_\_\_\_\_  
(Address of Owner) (Telephone Number of Owner) (Tax Identification Number of Owner)

Disabled Veteran Manager(s) of the DVBE (attach additional pages with sufficient signature blocks for each person to sign):

\_\_\_\_\_  
(Printed Name of DV Manager) (Signature of DV Manager) (Date Signed)

Page \_\_\_\_ of \_\_\_\_

## **ATTACHMENT 5 – BIDDER DECLARATION (GSPD-05-105)**

All bidders must complete the Bidder Declaration GSPD-05-105 and include it with their proposal.

When completing the declaration, Bidders must identify all subcontractors proposed for participation in the contract. Bidders awarded a contract are contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution and it is incorporated by amendment to the contract.

At the State's option prior to award, bidders may be required to submit additional written clarifying information. Failure to submit the requested written information as specified may be grounds for bid rejection.

A copy of the Bidder Declaration GSPD-05-105 and its instructions, are provided on the next two pages. Please read the instructions carefully. The form with its instructions is also available in PDF format on the DGS website:

[www.documents.dgs.ca.gov/pd/poliproc/MASTEr-BidDeclar08-09.pdf](http://www.documents.dgs.ca.gov/pd/poliproc/MASTEr-BidDeclar08-09.pdf)

## BIDDER DECLARATION

**1. Prime bidder information (Review attached Bidder Declaration Instructions prior to completion of this form):**

- a.** Identify current California certification(s) (MB, SB, NVSA, DVBE): \_\_\_\_\_ or None ☐ (If "None," go to Item #2)
- b.** Will subcontractors be used for this contract? Yes ☐ No ☐ (If yes, indicate the distinct element of work your firm will perform in this contract e.g., list the proposed products produced by your firm, state if your firm owns the transportation vehicles that will deliver the products to the State, identify which solicited services your firm will perform, etc.). Use additional sheets, as necessary.

- c.** If you are a California certified DVBE: (1) Are you a broker or agent? Yes ☐ No ☐  
(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? Yes ☐ No ☐ N/A ☐

**2. If no subcontractors will be used, skip to certification below. Otherwise, list all subcontractors for this contract. (Attach additional pages if necessary):**

Subcontractor Name, Contact Person, Phone Number & Fax Number	Subcontractor Address & Email Address	CA Certification (MB, SB, NVSA, DVBE or None)	Work performed or goods provided for this contract	Corresponding % of bid price	Good Standing?	51% Rental?
				0%	<input type="checkbox"/>	<input type="checkbox"/>
				0%	<input type="checkbox"/>	<input type="checkbox"/>
				0%	<input type="checkbox"/>	<input type="checkbox"/>

**CERTIFICATION:** By signing the bid response, I certify under penalty of perjury that the information provided is true and correct.

## BIDDER DECLARATION INSTRUCTIONS

### All prime bidders (the firm submitting the bid) must complete the Bidder Declaration.

**1.a.** Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:

- Microbusiness (MB)
- Small Business (SB)
- Nonprofit Veteran Service Agency (NVSA)
- Disabled Veteran Business Enterprise (DVBE)

**1.b.** Mark either "Yes" or "No" to identify whether subcontractors will be used for the contract. If the response is "No," proceed to Item #1.c. If "Yes," enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

Bidders certified as MB, SB, NVSA, and/or DVBE must provide a commercially useful function as defined in Military and Veterans Code Section 999 for DVBEs and Government Code Section 14837(d)(4)(A) for small/microbusinesses.

Bids must propose that certified bidders provide a commercially useful function for the resulting contract or the bid will be deemed non-responsive and rejected by the State. For questions regarding the solicitation, contact the procurement official identified in the solicitation.

**Note: A subcontractor is any person, firm, corporation, or organization contracting to perform part of the prime's contract.**

**1.c.** This item is only to be completed by businesses certified by California as a DVBE.

- (1) Declare whether the prime bidder is a broker or agent by marking either "Yes" or "No." The Military and Veterans Code Section 999.2 (b) defines "broker" or "agent" as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51-percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.
- (2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If **not** bidding rental equipment, mark "N/A" for "not applicable."

**2.** If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page \_\_\_\_ of \_\_\_\_" on the form.  
If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page \_\_\_\_ of \_\_\_\_" accordingly.

### 2. (continued) Column Labels

**Subcontractor Name, Contact Person, Phone Number & Fax Number**—List each element for all subcontractors.

**Subcontractor Address & Email Address**—Enter the address and if available, an Email address.

**CA Certification (MB, SB, NVSA, DVBE or None)**—If the subcontractor possesses a current State of California certification(s), verify on this website ([www.eprocure.pd.dgs.ca.gov](http://www.eprocure.pd.dgs.ca.gov)).

**Work performed or goods provided for this contract**—Identify the distinct element of work contained in the contract to be performed or the goods to be provided by each subcontractor. Certified subcontractors must provide a commercially useful function for the contract. (See paragraph 1.b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is further subcontracting a greater portion of the work or goods provided for the resulting contract than would be expected by normal industry practices, attach a separate sheet of paper explaining the situation.

**Corresponding % of bid price**—Enter the corresponding percentage of the total bid price for the goods and/or services to be provided by each subcontractor. Do not enter a dollar amount.

**Good Standing?**—Provide a response for each subcontractor listed. Enter either "Yes" or "No" to indicate that the prime bidder has verified that the subcontractor(s) is in good standing for all of the following:

- Possesses valid license(s) for any license(s) or permits required by the solicitation or by law
- If a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
- Possesses valid State of California certification(s) if claiming MB, SB, NVSA, and/or DVBE status

**51% Rental?**—This pertains to the applicability of rental equipment. Based on the following parameters, enter either "N/A" (not applicable), "Yes" or "No" for each subcontractor listed.

Enter "N/A" if the:

- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
- Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

Enter "Yes" if the subcontractor is a California certified DVBE providing rental equipment and the subcontractor owns at least 51% of the rental equipment (quantity and value) it will be providing for the contract.

Enter "No" if the subcontractor is a California certified DVBE providing rental equipment but the subcontractor does NOT own at least 51% of the rental equipment (quantity and value) it will be providing.

**Read the certification at the bottom of the page and complete the "Page \_\_\_\_ of \_\_\_\_" accordingly.**

## ATTACHMENT 6 – PROPOSAL/PROPOSER CERTIFICATION SHEET

This Proposal/Proposer Certification Sheet must be signed and returned along with all the "required attachments" as an entire package. **The “Master” of the bid must bear an original signature on this page.**

### **Proposer’s Certification:**

I hereby certify that:

1. Our all-inclusive cost proposal is submitted as detailed in the Cost Sheet in a separately sealed envelope marked **“Do Not Open” with the RFP number and name.**
2. All required attachments for the RFP are included with this certification sheet.
3. I have read and understand the California Disabled Veteran Business Enterprise (DVBE) Participation Program and Small Business (SB) Preference Program requirements and have included documentation demonstrating that I have met the participation goals.
4. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal (bid) document. The signature below authorizes the verification of this certification. See next page for instructions for completing this Proposal Certification Sheet.

**An unsigned, incomplete, or missing Proposal/Proposer Certification Sheet may be cause for rejection**

1. Company Name	2. Telephone Number (   ) (   )	2a. Fax Number (   ) (   )
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Proposer’s Name (Print)	11. Title	
12. <b>Signature</b>	13. Date	
14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:		
a. California Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____		
b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____		
<b>NOTE:</b> A copy of your Certification is required to be included if either of the above items is checked “Yes”. Date application was submitted to OSBCR, if an application is pending: _____		

### Completion Instructions for Proposal/Proposer Certification Sheet

Complete the numbered items on the Proposal/Proposer Certification Sheet by following the instructions below.

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10,11 12, 13,	Must be completed. These items are self-explanatory.
14	If certified as a California Small Business, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

## ATTACHMENT 7 – DARFUR CONTRACTING ACT CERTIFICATION

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do **not** need to complete this form.

### **OPTION #1 - CERTIFICATION**

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

<i>Company/Vendor Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

### **OPTION #2 – WRITTEN PERMISSION FROM DGS**

Pursuant to Public Contract Code section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Initials of Submitter</i>	
<i>Printed Name and Title of Person Initialing</i>	

## ATTACHMENT 8 – SMALL BUSINESS AFFIDAVIT

A Bidder desiring to claim the Small Business Preference must complete this Attachment 8 and return it with the Final Proposal. All firms claimed as Small Businesses must have their complete certification information submitted to the California Department of General Services (DGS) by the date and time that Final Proposals are due.

If the small business program is required under the terms of the RFP –or- if the small business preference determines the award of the contract, the small business certification must be provided prior to the award of a contract to the bidder.

If no small business certification is produced, then the bidder will be declared non-compliant and the next highest bidder shall be selected.

1. Are you claiming preference as a DGS certified Small Business?

☐ Yes

☐ No

If “Yes” submit your DGS Small Business certification number: \_\_\_\_\_

2. Are you a non-small business claiming small business preference by committing to at least 25% DGS certified Small Business subcontractor and/or supplier participation?

☐ Yes

☐ No

If “Yes” on *Attachment 5: Bidder Declaration (GSPD-05-105)*, for each DGS certified Small Business subcontractor or supplier, identify:

- 1) Subcontractor or supplier name
- 2) Contact person
- 3) Mailing address
- 4) Phone number, fax number and email address
- 5) DGS Small Business certification number
- 6) A copy of the Small Business Certification from DGS website
- 7) Description of the work to be performed and/or products



## ATTACHMENT 9 – COST PROPOSAL/BID SHEET

### Cost Proposal Sheet (Cost Sheet) Instruction

The detailed cost sheet shall not include any goods. **This RFP is for Non-IT Services only.** Any goods or quasi-goods line items included in the cost sheet shall not be incorporated into the final agreement.

**The RFP does not authorize the inclusion of any goods, supplies and equipment.** The contractor is responsible to provide all supplies and equipment associated with the requirements under this RFP.

Bidders shall submit their cost proposal/bid detailing their costs for services using the format as illustrated in the following Cost Sheets. In the Cost Sheets, at the minimum, Bidders shall identify the following elements:

1. Names, position titles, and functionalities of all the team members who will perform the scope of work indicated in RFP Section 2 and are identified in Bidder's organization chart submitted with this RFP;
2. Number of hours to be spent by and billing rate of each team member on each deliverable;
3. Total non-staff costs including travel;
4. Final cost for each deliverable.

Bidder shall include all authorized costs to perform the scope of work indicated in RFP Section 2. In the Cost Sheets, Bidders shall identify all allowable costs for performing the scope of work indicated in Section 2, and provide hourly rates and time estimates for all team members who will be working on the project.

Bidders may add rows to the Cost Sheet, if necessary, and provide more detail in the Cost Proposal Sheet for the Commission's evaluation purpose. Any invoiced items of the awarded bidder (or the Contractor), which are not included in the accepted Cost Sheet, will automatically be rejected and denied for invoice payment.

## SAMPLE COST PROPOSAL WORKSHEET

Prime Contractor	Name	Position Title	Job Description	Hourly Rate
Team Member 1				
Team Member 2				
Team Member 3				

Subcontractors	Name	Position Title	Job Description	Hourly Rate
Team Member 1				
Team Member 2				
Team Member 3				

Deliverables	Estimated Hours			Total Staff Cost	Total Other Costs	Total Amounts
	A	B	C			
Work Plans						\$
Progress Reports and Updates						\$
Preliminary Draft Report						\$
Final Draft Report						\$
Final Report						\$
<b>TOTAL AMOUNT DELIVERABLES</b>						\$

## **ATTACHMENT 10 – CONTRACTOR CERTIFICATION CLAUSES (CCC 04/2017)**

**CCC 04/2017**

### **CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

# ATTACHMENT 11 – COMMERCIALLY USEFUL FUNCTION CERTIFICATION

**Bidder to complete a separate certification for each small business (SB) or Disabled Veterans Business Entity (DVBE)**

*CUF statute (Government Code 14837 and Military and Veterans Code 999) requires that the contractor and subcontractor be responsible for the execution of a distinct element of the work. Examples include but are not limited to: some aspect of project management, public outreach, IT hardware/software programming or product installation, or providing supplies/goods needed to carry out the contract work such as construction, janitorial or laboratory supplies. In any case, the services or goods need to be directly associated with the scope of work.*

Name of DVBE/SB Supplier: \_\_\_\_\_ Certification No: \_\_\_\_\_

1. Is the specific work to be provided by this small business and/or DVBE supplier: (Check either "Yes" or "No" to both questions)	Yes	No
i. Complete a distinct element of the bidder's proposal? –and–		
ii. Specifically delineated and described in the bidder's proposal		

- a. List the specific services will this SB and/or DVBE supplier provide?
  
- b. What is this SB and/or DVBE supplier's function in relation to the scope of work (e.g. Training, Transportation, Installation, Ordering, Delivery, etc.)?
  
- c. Provide support and justification that the services to be performed by this supplier in the proposal are consistent with this SB and/or DVBE normal business activities? (e.g. UNSPSC, certifications, resumes, licenses, educational degrees, website, marketing materials, past performance, etc.).

2. On the Bidder Declaration form (GSPD-05-105 or GSPD-05-106), has the supplier committed to its obligation (signed and submitted) to actually perform, manage, and/or supervise the work? (Check either "Yes" or "No.")	Yes	No
3. Does the Bidder Declaration form (GSPD-05-105 or GSPD-05-106) indicate that this supplier will be 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? (Answer questions below; then check either "Yes" or "No.")	Yes	No

- a. If this is a service with no goods involved, then check Yes for question #3 and proceed to question #4. If goods are involved, proceed to b.
- b. With regard to the distinct element of work described in question #1, does this supplier have products, inventories, materials or supplies for the contract? If yes, go to c; else answer No to #3.
- c. Check the following that are services with respect to the goods will be provided by the DVBE/SB:
  1. \_\_\_ Negotiating price
  2. \_\_\_ Determining quality and quantity
  3. \_\_\_ Ordering
  4. \_\_\_ Installing (only if applicable)

5.      Making payment

4. Is this SB/DVBE supplier further subcontracting a portion of the work that is greater than normal industry practice? Refer to supplier's Bidder Declaration. (Answer questions below; then check either "Yes" or "No.")	Yes	No

- a. Is this SB/DVBE supplier performing all of the work listed in question #1? (If yes, then check yes for question # 4; If no, proceed to question b.
- b. Is this SB/DVBE supplier subcontracting a portion of work that is normal for industry practices? (Answer Questions below) If yes, then check Yes for question #5. If no, then check No for question #5.)

What percentage of the goods or services will be subcontracted by the SB/DVBE?

What specific goods or services will be subcontracted by the SB/DVBE?

COMPLIANCE DETERMINATION

CPUC Project Manager/Evaluation CUF Review: Is this SB/DVBE CUF Compliant? ☐ Yes ☐ No

Date	Signature	Name and Title of Project Manager
------	-----------	-----------------------------------

CPUC Contracts Officer CUF Review: Is this SB/DVBE CUF Compliant? ☐ Yes ☐ No

Date	Signature	Name and Title of Project Manager
------	-----------	-----------------------------------

Comments:

CPUC Contracts Manager Review: Is this SB/DVBE CUF Compliant? ☐ Yes ☐ No

Date	Signature	Name and Title of Project Manager
------	-----------	-----------------------------------

Comments:

## ATTACHMENT 12 – SAMPLE PAYEE DATA RECORD (STD 204)

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

## PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9)  
STD. 204 (Rev. 6-2003)

<b>1</b>	<b>INSTRUCTIONS:</b> Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this <b>fully completed</b> form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement. <b>NOTE:</b> Governmental entities, federal, State, and local (including school districts), are not required to submit this form.		
<b>2</b>	<b>PAYEE'S LEGAL BUSINESS NAME</b> (Type or Print) _____ <hr/> <div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <b>SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN</b> (Last, First, M.I.) _____         </div> <div style="width: 35%;"> <b>E-MAIL ADDRESS</b> _____         </div> </div> <hr/> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <b>MAILING ADDRESS</b> _____  <b>CITY, STATE, ZIP CODE</b> _____         </div> <div style="width: 45%;"> <b>BUSINESS ADDRESS</b> _____  <b>CITY, STATE, ZIP CODE</b> _____         </div> </div>		
<b>3</b>	<b>ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):</b> <span style="border: 1px solid black; padding: 0 5px;">  </span> - <span style="border: 1px solid black; padding: 0 5px;">  </span> <span style="border: 1px solid black; padding: 0 5px;">  </span> <span style="border: 1px solid black; padding: 0 5px;">  </span> <span style="border: 1px solid black; padding: 0 5px;">  </span> <span style="border: 1px solid black; padding: 0 5px;">  </span> <span style="border: 1px solid black; padding: 0 5px;">  </span> <span style="border: 1px solid black; padding: 0 5px;">  </span>		<b>NOTE:</b> Payment will not be processed without an accompanying taxpayer I.D. number.
<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> <b>PARTNERSHIP</b>   <input type="checkbox"/> <b>ESTATE OR TRUST</b> </div> <div style="width: 45%;"> <b>CORPORATION:</b>  <input type="checkbox"/> <b>MEDICAL</b> (e.g., dentistry, psychotherapy, chiropractic, etc.)  <input type="checkbox"/> <b>LEGAL</b> (e.g., attorney services)  <input type="checkbox"/> <b>EXEMPT</b> (nonprofit)  <input type="checkbox"/> <b>ALL OTHERS</b> </div> </div> <hr/> <input type="checkbox"/> <b>INDIVIDUAL OR SOLE PROPRIETOR</b> <b>ENTER SOCIAL SECURITY NUMBER:</b> <span style="border: 1px solid black; padding: 0 5px;">  </span> <span style="border: 1px solid black; padding: 0 5px;">  </span> <span style="border: 1px solid black; padding: 0 5px;">  </span> - <span style="border: 1px solid black; padding: 0 5px;">  </span> <span style="border: 1px solid black; padding: 0 5px;">  </span> <span style="border: 1px solid black; padding: 0 5px;">  </span> <span style="border: 1px solid black; padding: 0 5px;">  </span> <span style="border: 1px solid black; padding: 0 5px;">  </span> <span style="border: 1px solid black; padding: 0 5px;">  </span>			
	(SSN required by authority of California Revenue and Tax Code Section 18646)		
<b>4</b>	<input type="checkbox"/> California resident - Qualified to do business in California or maintains a permanent place of business in California.  <input type="checkbox"/> California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding. <div style="margin-left: 20px;"> <input type="checkbox"/> No services performed in California.  <input type="checkbox"/> Copy of Franchise Tax Board waiver of State withholding attached.         </div>		
<b>5</b>	<p style="text-align: center;"><b>I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.</b></p> <hr/> <div style="display: flex; justify-content: space-between;"> <div style="width: 65%;"> <b>AUTHORIZED PAYEE REPRESENTATIVE'S NAME</b> (Type or Print) _____         </div> <div style="width: 30%;"> <b>TITLE</b> _____         </div> </div> <hr/> <div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> <b>SIGNATURE</b> _____         </div> <div style="width: 20%;"> <b>DATE</b> _____         </div> <div style="width: 35%;"> <b>TELEPHONE</b> _____ (    ) _____         </div> </div>		
<b>6</b>	<p><b>Please return completed form to:</b></p> <p><b>Department/Office:</b> <u>California Public Utilities Commission</u></p> <p><b>Unit/Section:</b> <u>Contracts Office, Room 2005</u></p> <p><b>Mailing Address:</b> <u>505 Van Ness Avenue</u></p> <p><b>City/State/Zip:</b> <u>San Francisco, CA 94102</u></p> <p><b>Telephone:</b> (415) <u>355-4994</u>      <b>Fax:</b> (    ) _____</p> <p><b>E-mail Address:</b> _____</p>		

## ATTACHMENT 13 – CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION

### CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies 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).

### CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. <i>Proposer/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

## ATTACHMENT 14 –STANDARD AGREEMENT

### STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

CONTRACTOR'S NAME

2. The term of this Agreement is: through

3. The maximum amount of this Agreement is: \$

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement.

Exhibit A – Scope of Work	page(s)
Exhibit A – Resume – Attachment (1)	page(s)
Exhibit B – Budget Detail and Payment Provisions	page(s)
Exhibit B – Attachment (1) – Budget/Cost Sheet	page(s)
Exhibit C – General Terms and Conditions – 610	page(s)
Exhibit D Special Terms and Conditions	page(s)
Exhibit E – Additional Provisions	page(s)

Items shown with an Asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

#### CONTRACTOR

CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership,

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

#### STATE OF CALIFORNIA

AGENCY NAME

California Public Utilities Commission

BY (Authorized Signature)

DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING  
Executive Director

ADDRESS

*California Department  
of General Services Use  
Only*

☐ Exempt per:



## EXHIBIT A – SCOPE OF WORK

1. Contractor agrees to provide to the California Public Utilities Commission (CPUC) services as described herein:
2. The services shall be performed at the CPUC's headquarters, the contractor's office, and other places as needed in performing the services of this contract.
3. The services shall be provided during mutually agreed upon working hours.
4. The project representatives during the term of this agreement will be:

State Agency:	Contractor:
Name:	Name:
Phone:	Phone:
E-mail:	E-mail:
Fax:	Fax:

Direct all inquiries to:

State Agency Public Utilities Commission	Contractor:
Section/Unit: Contracts Office	Section/Unit:
Attention:	Attention:
Address: 505 Van Ness Ave, 2 <sup>nd</sup> Floor San Francisco, CA 94102	Address:
Phone:	Phone:
E-mail:	E-mail:
Fax:	Fax:

5. Contractor will perform the following tasks as determined to be necessary by CPUC staff and the CPUC Project Manager:

## **EXHIBIT B – BUDGET DETAIL AND PAYMENT PROVISIONS**

### **1. Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made an integral part of this Agreement.

B. Compensation

As compensation for the satisfactory completion of the services as specified in **Exhibit A**, Contractor shall be entitled to a sum not to exceed the agreed upon contract amount by both CPUC and Contractor unless the amount is increased by amendment hereto as provided in Exhibit C. Payments not to exceed this total sum shall be made as set forth in the approved Cost Proposal Sheet. Billing rates shall be as specified in the Cost Proposal Sheet and made an integral part of the contract.

C. Testifying

If the CPUC directs the Contractor to testify in support of the Contractor's work product(s), the Contractor shall be compensated for services related to the preparation and offer of testimony as described in **Exhibit A** at the rates specified in the contract. Payment for attendance at such occasions shall be made only for those persons specified by the Commission's Project Manager.

D. Travel and Other Expenses

Reasonable travel expenses are defined as transportation, lodging, meals and incidental expenses in conformance with State rules and regulations. If State will reimburse Contractor for reasonable travel expenses incurred in the performance of this Agreement, travel expenses will be reimbursed at the same rate as provided for State management (excluded or non-represented) employees as outlined in Standard Form 262. Total expenses claimed under this Agreement shall be included in the total amount encumbered under this Agreement.

E. Invoices

Invoices shall include the Agreement Number and shall be signed and submitted in quadruplicate (including original invoice) not more frequently than monthly in arrears to:

California Public Utilities Commission  
Fiscal Office, Room 3000  
505 Van Ness Ave.  
San Francisco, CA 94102  
ATTN: Account Payable Technician

Said invoices will be subject to verification and approval by the Commission's Project Managers, and shall include the name, address, and Federal tax identification number of the Contractor.

Invoices shall also include a summary identifying the amount claimed for each task, the category(s) of professional services as identified in Contractor's work plan proposal, the number of hours claimed for each task and the total claimed, a description of the labor services provided,

the amount of the invoice, and an authorized Contractor signature. The invoice must also include a brief narrative progress report describing the context of the work completed during the invoice period. Travel expenses will be claimed in accordance with the regulations specified in Section 2.D above.

Any invoiced items of the awarded bidder (or the Contractor), which are not included in the accepted Cost Sheet, will automatically be rejected and denied for invoice payment.

Progress payment will be made in arrears, on the basis of work performed towards completion of the contract deliverables. Ten percent (10%) retention shall be withheld from each invoice including billable hours and expenses. The retention shall become payable upon the satisfactory completion of the Agreement or at the completion of each separate task if the specific task is not a foundation for succeeding tasks leading to the completion of a finished project, report or plan.

The contractor's invoices will be subject to a financial audit by CPUC at any time within three (3) years of completion of the work.

**F. Reporting Requirement of Small Business and DVBE**

Contractor invoices shall include a subtotal that enumerates the amounts spent on DGS certified Small Business compliant activities/subcontractors for the period of the invoice, and a total-to-date for Small Business spending. This requirement is in addition to reporting requirement of Section 19 of Exhibit C, General Terms and Conditions.

Contractor invoices shall include a subtotal that enumerates the amounts spent on DGS certified DVBE compliant activities/subcontractors for the period of the invoice, and a total-to-date for DVBE spending. This requirement is in addition to the reporting requirement of Section 19 of Exhibit C, General Terms and Conditions.

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the services specified in Exhibit A, this Agreement shall be of no further force and effect. In that event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act, which impacts the services indicated in Exhibit A, CPUC shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

## **EXHIBIT C – GENERAL TERMS AND CONDITIONS (GTC-04/2017)**

### **GENERAL TERMS AND CONDITIONS**

The General Terms and Conditions will be included in the agreement by reference to Internet site:

<http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

The contract will adhere to General Terms and Conditions – GTC 04/2017

SAMPLE

## **EXHIBIT D – SPECIAL TERMS AND CONDITIONS**

### **1. Excise Tax**

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

### **2. Settlement of Disputes**

In the event of a dispute, Contractor shall file a "Notice of Dispute" with the California Public Utilities Commission, Division Director, 505 Van Ness Avenue, San Francisco, CA 94102, or designee, within ten (10) days of discovery of the problem. Within ten (10) days, the Division Director or his designee shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of the Division Director or his designee shall be final.

In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the bid proposal.

### **3. Evaluation of Contractor**

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is a negative evaluation and the agreement is over \$5,000.

### **4. Potential Subcontractors**

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

### **5. DVBE SB548 – Replacement of Disabled Veteran Business Enterprise Subcontractor**

Contractor understands and agrees that should award of this contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per military and Veterans Code 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS). Changes to the scope of work that impact the DVBE subcontractor(S) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to State, and penalties as outlined in M&VC § 999.9; Public Contract Code (PCC) § 10115.10, or PCC § 4110 (applies to public works only).

## **6. Audit Monitoring**

The Contractor shall permit the CPUC to monitor the contracted audit services provided by the Contractor and its subcontractors pursuant to the terms of this Agreement. The purpose of such monitoring shall be to confirm that the Contractor is carrying out its responsibilities as contracted. Such monitoring may consist of monthly meetings with key personnel, progress updates, and review of audit working paper.

All monitoring shall be performed in a manner that will not unduly interfere with the provision of services. With 5 business-day written notice, representatives of the CPUC shall have the right to obtain access of the Contractor's and its subcontractor's audit working paper and audit progress reports via on-site visits, mails, or electronic transmittals.

## **7. Agency Liability**

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

## EXHIBIT E – ADDITIONAL PROVISIONS

### 1. **Consultant - Staff Expenses**

The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with any governmental entity.

### 2. **Subcontracts**

Contractor shall submit any proposed subcontracts to the State for its written approval before entering into the same. No work shall be subcontracted without the prior approval of the State. Upon termination of any sub-contract, the State shall be notified immediately.

If the terminated subcontractor is a DVBE, the contractor must replace the subcontractor within the same participation category and such replacement must be approved by the Commission. Failure to adhere to DVBE Participation may be cause for contract termination and recovery of damages under the rights and remedies due the state under the default section of the contract. The Agreement shall permit the State to audit the Contractor to verify compliance with DVBE regulations.

### 3. **Relationship with Contractor and Subcontractor**

Contractor shall be responsible for all actions of subcontractors and all payment to subcontractors. Failure of a subcontractor to perform for any reason shall not relieve Contractor of the responsibility for competent and timely performance of duties under this contract. Commission staff will not deal with subcontractors except through Contractor's Project Manager.

All requests for changes of work within this contract shall be in writing between the Project Manager for Commission and the Project Manager for Contractor.

### 4. **Commission Staff**

Commission staff will be permitted to work side by side with Contractor's staff to the extent and under conditions directed by the Commission's Project Manager. In this connection, Commission staff will be given access to all data, working papers, etc., which Contractor may seek to utilize.

### 5. **Use of State Personnel**

Contractor will not be permitted to use State personnel for the performance of services which are the responsibility of Contractor unless such use is previously agreed to in writing by the Commission's Project Manager, and an appropriate adjustment in price is made. No charge will be made to contractor for the services of State employees performing coordination or monitoring functions.

### 6. **Changes in Time for Performance of Tasks**

The time for performance of tasks and items within the budget, but not the total contract price, may be changed by written approval of the Commission's Project Manager. However, the date for completion, the total contract price, and scope, as well as, all other terms may be altered only by formal amendment of this contract.

### 7. **Change of Personnel**

Contractor and Subcontractor's key personnel as indicated in the attached resumes may not be substituted without the Commission's Contract Manager's prior written approval.

8. **Ownership of Data**

Data developed for this contract shall become the property of the State. It shall not be disclosed without the permission of the Commission's Project Manager. Each report shall also become the property of the State and shall not be disclosed except in such manner and such time as the Commission's Project Manager may direct, with the exception of data which have become part of the public records of the State, as discussed in Paragraph 9.

9. **Confidentiality of Data/Nondisclosure Agreement**

The Consultant ("Signatory"), by signing this Agreement agrees to perform the task(s) under this Agreement. The signatory recognizes that it must have full and unfettered access to information and documents within the knowledge and possession of various entities under the regulatory jurisdiction of the Commission. The Signatory also recognizes that some of this information may be proprietary, confidential, or privileged in nature.

The Signatory further recognizes that the Commission Staff has broad statutory authority to compel the production of such information subject to the provisions of Public Utilities Code 583 and General Order 66-C. The Signatory understands that these legal provisions generally preclude public disclosure of information obtained in confidence except during the course of a public hearing or with permission of the Commission.

The Signatory acknowledges that it has received a copy and read Public Utilities Code Section 583 and General Order 66-C, and agrees to be subject to and to fully comply with these legal provisions in discharging its responsibilities. Such compliance includes abiding by the terms of prohibiting public disclosure of confidential information and submitting to the jurisdiction of the Commission for the purposes of enforcing Public Utilities Code Section 583.

The Signatory further recognizes that much of the information obtained during the course of its work for the Commission may be subject to other privileges for nondisclosure, and may not be disclosed without the consent of the Commission or its Staff who include, but are not limited to, attorney work product privilege, the official information privilege, the attorney-client privilege, and other prohibitions precluding disclosure of confidential information.

The Signatory agrees not to disclose any information regarding its work to third parties except with the Commission Staff's express written consent, and to return all documents obtained during the course of the Agreement. The signatory agrees to notify the Commission Staff of any inquires and/or request for disclosure from any such third parties.

The Signatory will not comment publicly to the press or any other media regarding its work, or the Commission's action on the same, except to the Commission Staff, Signatory's own personnel and/or subcontractors involved in the completion of tasks under this agreement, or at a public hearing, or in response to questions from a legislative committee.

In addition, the Signatory agrees that prior to commencement of any work associated with this Agreement, the signatory shall: (1) provide a copy of this section of the Agreement, Public Utilities Code Section 583 and General Order 66-C to all who will be performing tasks under this Agreement; and (2) inform all those working under this Agreement that they are subject to these legal provisions and must comply with this Confidentiality of Data Agreement/Nondisclosure Section.



Ninety days after any document submitted has become a part of the public records of the State, Signatory may at its own expense, publish or utilize the same but shall include the following legend:

#### LEGAL NOTICE

This report was prepared as an account of work sponsored by the California Public Utilities Commission. It does not necessarily represent the views of the Commission or any of its employees except to the extent, if any, that the Commission has formally approved this report at a public meeting. For information regarding any such action, communicate directly with the Commission at 505 Van Ness Avenue, San Francisco, California 94102. Neither the Commission nor the State of California, nor any officer, employee, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document.

10. **Termination-Bankruptcy**

In the event proceedings in bankruptcy are commenced against the Contractor, it is adjudged bankrupt, or a receiver is appointed and qualifies, the State may terminate this agreement by giving five days' notice in writing to the Contractor.

11. **Termination at State's Option**

State may at its option terminate this contract, with or without cause, at any time upon giving 30 days' notice in writing to Contractor. In such event, Contractor agrees to use all reasonable efforts to mitigate its expenses and obligations hereunder. In such event, State shall pay Contractor for all satisfactory services rendered prior to such notice of termination and for all expenses incurred by Contractor prior to said termination which are not included in charges for service rendered prior to termination and which could not by reasonable efforts of Contractor have been avoided.

12. **Termination in Event of Breach**

In the event of any breach of this contract, the State may without any prejudices to any of its other legal remedies terminate this contract upon five days' written notice to the Contractor.

13. **Waiver**

No waiver of any breach of this contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this contract shall be taken and construed as cumulative: that is, in addition to every other remedy provided herein or by law. The failure of State to enforce at any time any of the provisions of this agreement, or to require at any time performance by Contractor of any of the provisions thereof, shall in no way be construed to be a waiver of such provision nor in any way to affect the validity of this agreement or any part thereof or the right of State to thereafter enforce each and every such provision.

14. **Gratuities**

- A. The State may, by written notice to the Contractor, terminate the right of Contractor to proceed under this contract if it is found, after notice and hearing by the State or by Executive Director of the Public Utilities Commission or duly authorized representative, that gratuities were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing a contract, securing favorable treatment with

respect to award amendment, or the evaluation of performance of such contract, provided that the facts upon which either the Commission or the Executive Director makes such findings may be reviewed in any competent court.

- B. In the event this contract is terminated as provided in paragraph 14(A), State shall be entitled (i) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the contract by the Contractor, and (ii) to a penalty in addition to any other damages to which it may be entitled by law, and to exemplary damages in an amount which shall be not less than three nor more than ten times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

The rights and remedies of State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

15. **Conflict of Interest**

Contractor agrees to refrain from entering into any relationship which could result in a conflict of interest in the performance of this Agreement; and to notify the Commission's Project Manager promptly of any potential conflict of interest, including subcontractors. The Commission may exercise its option to terminate this Agreement if a conflict is found.

16. **Agreement is Complete**

Other than as specified herein, no document or communication passing between the parties hereto shall be deemed a part of this Agreement.

17. **Captions**

The clause headings appearing in this agreement have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit, or extend the scope or intent to the clauses to which they appertain.

18. **Force Majeure**

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failures of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of god such as earthquakes, floods and other natural disasters such that performance is impossible.

19. **Counterparts**

For the convenience of the parties, any number of counterparts of this Agreement may be executed by the parties hereto. Each such counterpart shall, and shall be deemed to be, an original instrument, but all such counterparts taken together shall constitute one and the same agreement.

– END OF DOCUMENT –