

Solicitation 09PS5831

DDPT Marketing Services Provider

State of California

Bid 09PS5831 DDPT Marketing Services Provider

Bid Number 09PS5831
Bid Title DDPT Marketing Services Provider

Bid Start Date Aug 20, 2009 1:20:26 PM PDT
Bid End Date Oct 9, 2009 2:00:00 PM PDT
Question & Answer End Date Sep 14, 2009 5:00:00 PM PDT

Bid Contact Robert Smith
Manager Contract Services/SSMI
415-703-2482
RES@cpuc.ca.gov

Pre-Bid Conference Sep 4, 2009 1:30:00 PM PDT
Attendance is optional
Location: CPUC Office- Room Golden Gate Room
505 Van Ness Ave
San Francisco, CA 94102

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The information published and/or responded to on these websites is public information. Confidential questions/issues/concerns should be directed to the contact on the ad.

Changes made on Aug 25, 2009 4:48:22 PM PDT

Pre-Bid Conference Changes Pre-Bid Conference information has changed. Please review all Pre-Bid Conferences.

Changes were made to the following items:

[DDPT Marketing Services Provider](#)

Description

The California Public Utilities Commission (Commission/CPUC) is issuing this Request for Proposal (RFP) to obtain responses from firms qualified to provide Marketing Services to the CPUC, on behalf of the Deaf and Disabled Telecommunications Program (DDTP). The purpose of the Marketing Services Contract is to increase DDTP usage and awareness through marketing and outreach activities. These activities will include a range of marketing approaches designed to educate targeted consumer groups and raise awareness of the availability of the specialized telecommunications equipment and relay services available from the State to the Deaf and disabled community. The Marketing Services Provider will work at the direction of the CPUC or its designee to ensure that critical components of the DDTP are integrated into a comprehensive marketing/outreach effort, consisting of strategic marketing goals and approximately eight marketing campaigns over the Term of the Agreement. The bidder that is awarded the Marketing Services Contract may not be awarded any other contract for services associated with the DDTP during the Term of the Agreement resulting from this RFP.

Added on Aug 25, 2009:

As a reminder, the bidders' conference for this RFP will be held on September 04, 2009 at 1:30 PM in the Golden Gate Room of the California Public Utilities Commission, located at 505 Van Ness Avenue, San Francisco, CA 94102. The bidders' conference is an opportunity for prospective vendors to raise questions or seek clarification regarding the RFP. Additionally, interested bidders who are unable to physically attend the bidders' conference may participate remotely using a phone bridge. The dial-in number and pin are 866-741-9705 and 6691236# respectively. Finally, should accommodations (e.g. captioning) be required, please send an email to tch@cpuc.ca.gov describing the nature of the request by noon Friday, 08/28/09.

Changes made on Aug 25, 2009 4:48:22 PM PDT

STATE OF CALIFORNIA

ARNOLD SCHWARZENNEGER, *Governor*

PUBLIC UTILITIES COMMISSION
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



**REQUEST FOR PROPOSAL –
Secondary RFP 09 PS 5831
DDTP Marketing Services Provider
Notice to Prospective Proposers**

August 17, 2009

You are invited to review and respond to this Request for Proposal (RFP) entitled 09 PS 5831 DDTP Marketing Services Provider for the Deaf and Disabled Telecommunications Program (DDTP). In submitting your proposal, you must comply with these instructions.

Note that all agreements entered into with the State of California will include by internet reference General Terms and Conditions (GTC-307) at <http://www.documents.dgs.ca.gov/ols/GTC-307> and Contractor Certification Clauses (CCC-307) at <http://www.documents.dgs.ca.gov/ols/CCC-307>. However, for your convenience, the GTCs and CCCs have been incorporated into RFP 09 PS 5831.

In the opinion of the CPUC, this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, please provide your questions by e-mail to Robert Smith at res@cpuc.ca.gov, copying Tyrone Chin and Sue Wong at tch@cpuc.ca.gov and skw@cpuc.ca.gov respectively by Monday, September 14, 2009. All Disabled Veteran's Business Enterprise (DVBE) related questions should be addressed to Robert Smith at res@cpuc.ca.gov, also by Monday, September 14, 2009. In addition, a bidders' conference will held on Friday, September 04, 2009 where questions may be raised. See key action dates in RFP for details.

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

Robert E. Smith
CPUC Contracts Manager
415-703-2482

California Public Utilities Commission



Request for Proposal 09 PS 5831

**Marketing Services Provider
for the Deaf and Disabled Telecommunications Program**

August 17, 2009

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I. PURPOSE AND DESCRIPTION OF SERVICES

The California Public Utilities Commission (Commission/CPUC) is issuing this Request for Proposal (RFP) to obtain responses from firms qualified to provide Marketing Services to the CPUC, on behalf of the Deaf and Disabled Telecommunications Program (DDTP). The purpose of the Marketing Services Contract is to increase DDTP usage and awareness through marketing and outreach activities. These activities will include a range of marketing approaches designed to educate targeted consumer groups and raise awareness of the availability of the specialized telecommunications equipment and relay services available from the State to the Deaf and disabled community. The Marketing Services Provider will work at the direction of the CPUC or its designee to ensure that critical components of the DDTP are integrated into a comprehensive marketing/outreach effort, consisting of strategic marketing goals and approximately eight marketing campaigns over the Term of the Agreement. The bidder that is awarded the Marketing Services Contract may not be awarded any other contract for services associated with the DDTP during the Term of the Agreement resulting from this RFP.

The Term of this Agreement will be from January 01, 2010 through December 31, 2011, with an option to extend for 12 months, at the sole discretion of the Commission and the approval of the Department of General Services, Office of Legal Services (DGS/OLS). The Contractor shall prepare Quarterly Status Reports throughout the term of each contract year; the fourth quarter report (hereinafter referred to Comprehensive Annual Status Report) shall include a recap of the year, in addition to results for the fourth quarter. These reports shall provide analyses and recommendations of the Marketing Contractor on the DDTP marketing program, including status of deliverables and anticipated work. The Contract shall be awarded to the highest scored responsive bidder based on the procedure described under Section III, E, Evaluation Process.

A. BACKGROUND

Legislative History

In 1979, legislation was enacted requiring the California Public Utilities Commission (Commission) to design and implement a program to provide telecommunication devices for the Deaf or severely hard of hearing. This program, now called the Deaf and Disabled Telecommunications Program (DDTP), fulfills three mandated functions:

- In 1979, Senate Bill 597 (SB 597) provided for the distribution of telecommunication devices to certified Deaf or severely hard of hearing users.
- In 1983, Senate Bill 244 (SB 244) mandated the development of a dual party-relay system to connect individuals who are deaf or hard of hearing with individuals that have no hearing disability. The resulting California Relay Service (CRS) provides operators to relay telephone conversations to those who are deaf, hard-of-hearing or speech-disabled.

- In 1985, Senate Bill 60 (SB 60) mandated the distribution of specialized telecommunications equipment to other certified individuals with hearing, vision, speech, cognitive, and mobility disabilities.

In 1989, the Commission formally established the DDTP (“Program”), as it is now known, to oversee the operations of the mandated programs, encompassing both the California Telephone Access Program (CTAP), which distributes equipment, and the CRS described above.

Funds for the DDTP are collected via a surcharge on the bills of all telecommunications service providers offering intrastate service in California. The surcharge appears on consumer telephone bills as “CA Relay Service and Communications Device Fund.” For many years, the surcharge revenues were placed in a private trust housed with a commercial bank. In 1999, the State Legislature enacted SB 669, mandating that the surcharge revenues for the DDTP, and all the other Commission Universal Telephone Service programs be moved into the State fiscal system. SB 669 affected the operations of the Commission’s Universal Telephone Service programs including the DDTP in two ways. First, it required that funds for the program be transferred from the Deaf Equipment Acquisition Fund Trust to the State Treasury. Second, the statute required the Commission to more directly oversee the Program. Prior to 2003, the Deaf and Disabled Telecommunications Program Administrative Committee (DDTPAC) had overseen the Program. SB 669 also mandated that the Program meet all requirements for expenditure of State funds and either employ State personnel or obtain contract staff to provide Program services.

Due to the size and complexity of the DDTP, the Commission requested an extension of the original deadline for the transfer of DDTP funds into the State Treasury. Assembly Bill 1734 extended the deadline from July 1, 2002 to July 1, 2003. The bill also contained language allowing the Commission to contract with private entities, including nonprofit organizations, to provide specific telecommunications services for the Deaf and Disabled Telecommunications Program. In May 2003, the Commission awarded a contract to the California Communications Access Foundation (CCAF), a non profit organization, to manage the DDTP contracts and program for the Commission.

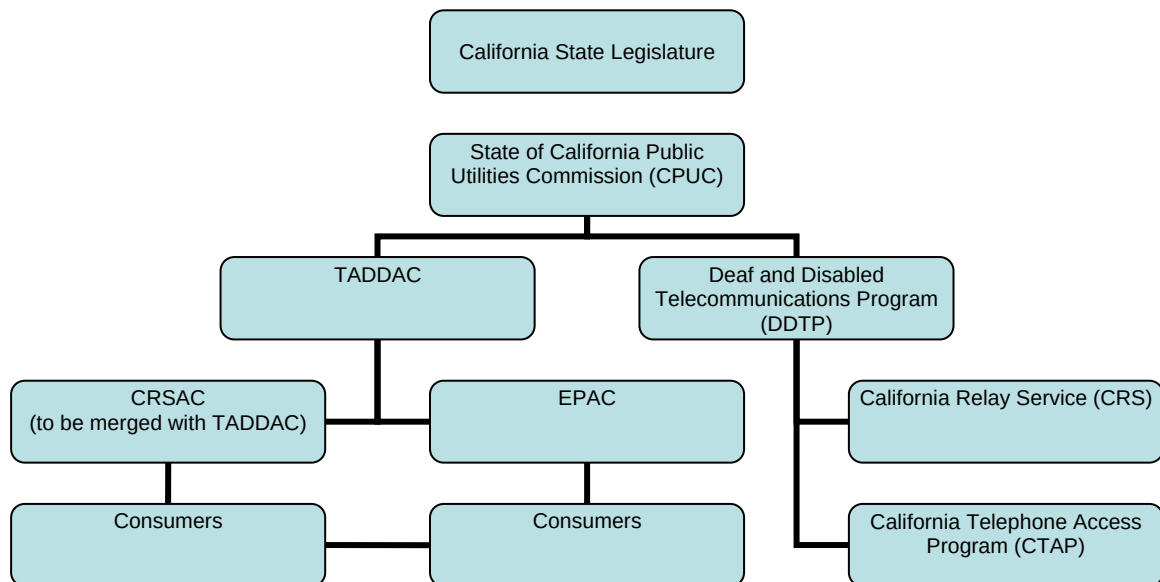
FY 03/04 marked the first year that the expenditure accounts for the DDTP were maintained on a State appropriation expenditure basis. The appropriated amounts have remained relatively constant at \$69 million. See DDTP Annual Reports for 2003-2005 and 2005-2008 at www.ddtp.org for more Program details.

This RFP is soliciting proposals from highly qualified bidders, who will provide Marketing Services for the DDTP under contract to the CPUC. The mission of the selected vendor will be to develop marketing and outreach materials to educate potential new and existing customers within the Deaf and disabled communities as well as the general public and friends, families, and care givers who assist customers in obtaining services, primarily relay (CRS, or the California Relay Service) and equipment (primarily specialized telecommunications equipment) provided by the DDTP. Under the direction and guidance of the CPUC and Primary Program and Contract Administrator (PPCA) for the DDTP, the Contractor will develop and/or contribute to marketing and outreach strategies and individual marketing campaigns (estimated at four per

year) designed to reach the existing customer base and to grow the program among underserved persons, including but not limited to those in hard-to-reach areas of the State, communities that are primarily non-English speaking, age groups not sufficiently represented such as the very young and the elderly, and small business owners and others who may not be familiar with the services provided by the Program. The Contractor will be required to issue two Comprehensive Annual Status Reports, due two weeks before the end of each Contract year, which provide customer data, dollars expended, Program successes and failures including quantitative growth statistics, and recommendations for improving the marketing/outreach component of the DDTP.

B. PROGRAM ORGANIZATIONAL CHART

The CPUC oversees the DDTP, including CTAP and CRS. All contractors providing service to the DDTP have contracts with the CPUC and the State of California. The CPUC is also advised by DDTP consumer advisory boards, including the TADDAC (Telecommunications Access for the Deaf and Disabled Administrative Committee), CRSAC (California Relay Service Advisory Committee), and the EPAC (Equipment Program Advisory Committee). It is anticipated that the CRSAC will merge with the TADDAC in early 2010. CRSAC and EPAC are subcommittees of TADDAC. See Program Organizational Chart below.



C. PROCUREMENT TYPE

The CPUC is issuing this secondary RFP to procure personal services. A secondary RFP is used in instances when agencies are seeking solutions or services that may not necessarily be awarded to the lowest bidder. Additional information about a secondary RFP is available from the State Contracting Manual Sections 5.17 and 5.25.¹

¹ The State Contracting Manual is available online at:
<http://www.ols.dgs.ca.gov/Contract+Manual/Chapters4through6.htm>

D. SCOPE OF RFP

This RFP contains all the instructions for interested bidders to submit a bid and an accompanying Cost Proposal Worksheet (Section V, Attachment 3), which shall contain a firm bid, formatted as required, and containing all required information. Missing elements may lead to disqualification of the prospective bidder for this Contract.

E. SCOPE OF WORK (SOW)**Overview**

The primary tasks of the Contractor will be to develop and implement marketing campaign materials (print and other formats as deemed effective) to inform current and potential users of the DDTP about existing and new technologies, equipment, and services. In addition, under the guidance and direction of the CPUC or its designee, the Contractor will use its expertise to assist the CPUC and PPCA in conducting outreach projects and formulating marketing strategies to increase knowledge and use of DDTP equipment and services among target audiences throughout the State of California.

In pursuit of this goal, the winning bidder shall have a clear understanding and familiarity with the California Deaf and Disabled Telecommunications Program as set forth in Public Utilities Code (PUC) Section 2881 et al. and with any modifications to the Program since PUC Section 2881 was originally written. In addition to the background information in this RFP, additional Program information can be found on the DDTP website at www.ddtp.org.

Summary of Tasks and Deliverables

In carrying out the Contract, the Contractor shall work in coordination with the CPUC and PPCA to prepare an Annual Marketing Plan for each Contract year that presents approximately four marketing campaigns. Year-long, ongoing campaigns would be conducted for maximum Program exposure and with minimum changes to staff scheduling. For example, each of four annual general market campaigns could include two of California's four (4) geographical areas and last for about five (5) weeks. This would give each of the four (4) geographical areas an annual ten-week saturation period. Campaigns focused on people who are part of rural, as well as a variety of disabled and ethnic, communities should be conducted year-round with innovative approaches that complement the PPCA Field Operations staff and outreach efforts.

The Contractor is to work collaboratively with the CPUC and PPCA to develop of the Annual Marketing Plans and work to ensure campaign strategies that reflect the best knowledge/experience of the Program and marketing team members. The selected contractor shall also prepare, deliver, advise, and/or participate in each campaign, which will include, but is not be limited to, the writing, designing, producing, publishing, and distributing of materials, such as broadcast, print, audio, video, and website projects that support the DDTP Annual Marketing Plans. The contractor will also support and conduct outreach and media-related activities (advertising placement, broadcasts, etc) as required for the purpose of raising and increasing awareness about the DDTP and contributing to program growth. While the majority

of outreach presentations will be led and conducted by the PPCA, the contractor must be able to assist as needed with outreach.

The Contractor shall prepare two Comprehensive Annual Status Reports providing data gathered from January 01, 2010 through November 30, 2010 and December 01, 2010 through November 30, 2011. The reports will be due to the Director of the Communications Division (CD) or his designee on December 15, 2010, and December 15, 2011. Additional Program evaluation deliverables may be required on an as-needed basis, such as statistics to help make decisions about campaign strategy effectiveness throughout the Contract duration.

An overview of the DDTP Marketing Contractor tasks and deliverables follows. These items are discussed in more detail in the following sub-section “Scope of Work Tasks.”

Marketing Strategy, Design, and Implementation Tasks

- Work with the CPUC and the PPCA to develop the DDTP Annual Marketing Plans which describe an estimated four Marketing Campaigns per Plan.
- Contribute to other marketing/outreach strategy decisions if requested.
- Design and print the DDTP Annual Report (dates to be determined later). This is a California legislatively required report which may be produced annually which describes the overall Program highlights, accomplishments, and milestones for the past calendar year.
- Create and implement an estimated four, approximately five-week long, general Marketing Campaigns per year:
 - Design and write collateral materials with targeted messages²
 - Print/produce materials
 - Disseminate materials via agreed-upon marketing channels
 - Identify advertising/outreach vehicles and purchase/place ads (print, broadcast, and digital media)
 - Update other materials, including Web content design, operation (hosting), and accessibility assurance if requested in support of Annual Marketing Plans³
 - Provide additional support to media and public outreach activities if requested

Marketing Program Evaluation and Administrative Tasks

- Develop annual performance measurement plans outlining DDTP marketing goals and anticipated data collection/analysis activities necessary to improve DDTP marketing effectiveness.
- Track marketing activities and expenses to prepare monthly and Annual Status Reports.

² The term “design” does not assume the Contractor would provide DDTP logo or branding redesign for print, Web, or other media purposes. Print design work will entail publication layout, typography, use of photography and illustrations, etc. Web design will entail updates that incorporate new content and/or images associated with the marketing plans.

³ Same as above.

- Coordinate with CPUC Project Manager or designee as required.

Scope of Work Tasks

The Marketing Services Provider, in conjunction with any qualified subcontractors approved in the proposer's winning bid, is expected to perform the following tasks and generate additional recommendations and/or tasks as requested within the broad scope of this RFP but may not be specifically outlined below.

A. Marketing Strategy, Design, and Implementation Tasks

- 1) Working with the CPUC and PPCA, develop and contribute to Annual Marketing Plans that describes an estimated four general Marketing Campaigns (four, approximately five-week long general campaigns per year) per Plan and related outreach activities as appropriate. The Annual Marketing Plans should outline all components of the campaigns, including but not limited to: target markets, design and messaging themes/elements, print/broadcast/Web/audio/video materials to be produced, and an implementation plan. These marketing vehicles should utilize appropriate personnel, techniques, and tools to increase public awareness of the DDTP among eligible persons who are deaf and/or disabled, as defined in Public Utilities Code Section 2881 et al, as well as other target groups such as care givers, social workers, health providers, educators, community based organizations, and other organizations serving these constituency groups.
- 2) Coordinate efforts with the CPUC, PPCA, interested community groups, DDTP consumer Advisory Committees, and other interested parties to create specialized materials with effective messaging for target groups to facilitate understanding of the DDTP that will result in an increased number of calls, inquiries, and ultimately new DDTP participants.
- 3) Work with the CPUC and PPCA to develop and implement a marketing and public relations program in California that focuses on the specific populations that current demographic data suggest have not previously had access, and/or are underserved, to the services and equipment offered under the DDTP, such as non-English speakers, seniors, youth, and/or consumers located in rural hard-to-reach areas of the State. The marketing work plan will include, but is not be limited to, language and culture specific advertising and outreach programs to heighten awareness of the DDTP among specific populations identified by demographic data as underserved, such as but not limited to the following groups: African American, Cambodian, Chinese, Filipino, Latino, ASL, Hmong, Korean, Laotian, Vietnamese, Native American, seniors, and youth.
- 4) Work with the CPUC and PPCA to design and implement approximately four (4) general market campaigns per year that are cost-effective and strategically designed to reach the target communities identified by the CPUC and PPCA. The campaigns may include, but are not limited to, print, broadcast, and digital promotional vehicles, as well as community outreach activities. Monitor and report to the CPUC and PPCA on the effectiveness, and/or failures, associated with each campaign and activity.
- 5) Each Marketing Campaign must include a specific work plan using marketing methodologies and outreach strategies that are campaign appropriate, contain a timeline

for development and implementation, an estimated budget that is cost-effective and within the constraints established by the CPUC, and identifies the benefit to the overall Program mission.

- 6) Provide deliverables such as media announcements, posters, certification forms, survey tools, and special event flyers as requested by the CPUC or its designee upon pre-approval from the CPUC Project Manager; coordinate and edit materials as required.
- 7) Work with the CPUC and PPCA as required to identify materials to be posted to the DDTP website. This requires an understanding of website “accessibility” issues given constituencies that access the website and need for compliance with CPUC and State of California website accessibility requirements and protocols.
- 8) As required by the CPUC or its designee, negotiate, purchase, and schedule appropriate air time and advertising space for the dissemination of marketing materials; detail cost data by media buy and target group per capita.
- 9) Work with the CPUC or its designee on potential development of CTAP/CRS newsletters or other media, potentially twice annually, in the languages indicated in #3 above, that target youth, seniors, disabled groups, caregivers, CBOs, and service providers.
- 10) Work with the CPUC or its designee to conduct consumer-based focus groups to gain language and culture-specific advertising behaviors/preferences regarding the usage and perceptions of specialized telecommunication needs.
- 11) Coordinate customer-observation visits to DDTP/CTAP Service Centers to evaluate customers’ interaction with Program services.
- 12) Conduct anonymous calls to the Contact Center and anonymous observations of outreach events to assess the effectiveness of marketing campaign tracking/reporting and the effectiveness of the marketing messages.
- 13) Identify and develop effective marketing models that promote collaboration with CBO partners that are networked with the Program’s various consumer groups. This would build on existing programs and work to provide a common focus.
- 14) Design and print the DDTP Annual Report (dates to be determined later). This is a California legislatively required report which may be produced annually which describes the overall Program highlights, accomplishments, and milestones for the past calendar year.
- 15) In conjunction with the PPCA staff who operate the DDTP/CTAP Service Centers and/or provide home visits to customers who are unable to come into Service Centers, Community Based Organizations, as well as other specialists serving the Deaf and disabled community, develop and participate in outreach events and workshops throughout the State with a special focus on those groups identified as hard to reach and/or underserved. NOTE: travel within a 100 mile radius of the Contractor’s home office, CPUC, or DDTP headquarters will not be reimbursed separately and is to be included as part of the Contractor’s hourly labor rate. Travel in excess of 100 miles will be reimbursed using travel reimbursement guidelines afforded to State employees. CPUC pre-approval will be required for out-of-state travel and in-state travel that exceeds the 100-mile limit where the Contractor is seeking reimbursement.
- 16) As with all marketing tasks, the Contractor shall acquire approval from the CPUC for any survey scripts and consumer surveys prior to dissemination to the public. The Contractor must oversee the successful implementation and testing of customer satisfaction surveys and reporting, working closely with the CPUC and its PPCA on content review and

functionality. The Contractor must ensure that the survey response tracking system is compatible with the EPC vendor customer tracking system, which will track the survey questions, responses, survey dates, and response dates. Measurement of Customer Satisfaction may include a customer satisfaction survey, digital reply report, card, or other established means of measurement, to rate the customer satisfaction level of the performance of all facets of the DDTP, including but not limited to Field Operations, Call Center, Equipment, and Marketing. The CPUC may then use the data gathered from the survey reports, cards, or other data gathering methods, in conjunction with ongoing evaluations of the Contractors' performances to establish whether the DDTP Contractors are meeting the Performance Standards (see Exhibit F) set forth in their contracts with the CPUC.

B. Marketing Program Evaluation and Administrative Tasks

- 1) Incoming Marketing vendor ramp up: the incoming Marketing vendor must be able to produce the first general campaign within the first month of their contract. This could mean using the Program's previous Marketing vendor's materials.
- 2) Develop and maintain a data collection system that can be used throughout the Contract to compile, supplement, and update existing demographic data to track the results of marketing efforts.
- 3) In conjunction with the CPUC and the PPCA, develop and implement valid and reliable performance measurement plans to assess the accomplishments of marketing outreach. This task shall be coordinated with the performance measurement work and data compiled by the DDTP/CTAP Equipment Processing Center vendor (procured under RFP 08 PS 5799) and the PPCA, which will be used to analyze the success and failures of growing the DDTP among the target demographic groups that may qualify for the DDTP but are not participating. Demographic data may be tracked by area code, zip code, and/or other means.
- 4) Prepare reports after each campaign which: provide an analysis of the campaign's impact(s), including targeted focus of campaign; track the number of calls and inquiries; highlight the increase, if any, in enrollment numbers and areas for improvement (i.e., "lessons learned") for future campaigns; describe the successes, failures, and recommendations for improvement and/or changes in campaign methodology and structure. These reports must accompany each monthly invoice requesting reimbursement for service associated with a specific campaign.
- 5) Include in monthly invoices 1) raw digital files of all material produced that month (on its own CD) and an index of all graphics provided (on a CD with all back up documentation: accounting and narrative files).
- 6) Digitally archive and index all materials produced for DDTP, and release these materials to the State or its designee upon Contract termination or sooner as required. The CPUC will own all data, data collection tools, surveys and reports.
- 7) Develop, distribute, receive, and analyze any customer satisfaction surveys; report on findings as required by the CPUC's Project Manager. The CPUC will own all data, data collection tools, surveys and reports.
- 8) Manage any subcontractors used by the Contractor in fulfilling the tasks listed under the Scope of Work found in RFP Section I, D, to ensure timely and professional deliverables.

- 9) Using a database, track Contract expenditures including any advance payments authorized for media buys, Contract balance, dollars spent, dollars remaining, and retention owed. Prepare an invoice with supporting documentation, monthly in arrears, and submit to the PPCA, with a copy to the CPUC, for processing.
- 10) Generate monthly reports which quantify Program achievements by specific campaign, marketing strategy, and expenditure of Contract dollars. Reports shall be attached to every monthly invoice submitted to the PPCA for payment by the CPUC; a detailed analysis of the monthly reports must be provided.
- 11) A summary of the reports, using data gathered from January 01, 2010 through November 30, 2010 and December 01, 2010 through November 30, 2011, shall be included in the two Comprehensive Annual Status Reports due to the Director of the Communications Division or his designee two weeks before the end of each Contract year.
- 12) Meet respectively with management and staff of the CPUC and/or the its designee, the PPCA, once a month, or as requested, to make recommendations, and discuss marketing campaign activities, challenges, and other relevant DDTP matters to ensure that Program goals are met in a timely and cost effective manner (NOTE: Mandatory meetings are at the Contractor's expense and must be factored into the hourly labor rate).
- 13) Perform other tasks as they may be required to fulfill the Scope of Work and are within the dollar amount of the signed and approved Contract.

Implementation of Program Modifications

All requests for minor changes of work or budget items, but within the original Scope of Work as outlined in this section of the RFP and approved Contract amount, will be delivered through a Letter of Instruction to the Contractor by the CPUC Project Manager. The CPUC or its designee, the PPCA, will meet with the Contractor to discuss the additional tasks for the purpose of developing budgets and timelines for delivery of the additional tasks. Any substantive changes to the Contract that involve a redefinition of the SOW, an extension of the Agreement, and/or addition of funds, shall be made by a formal amendment to the Agreement, signed by the parties, and subject to the approval of DGS/OLS.

Adherence to Time Frames

The Contractor must fulfill all the tasks and meet defined milestones included in the Proposer's Work Plan, which may be modified to meet Program goals and the timeline set forth by the CPUC, and incorporated into the signed and approved Contract. Delays in meeting these timetables and milestones shall be subject to the provision found in Section III, H, the Agreement Execution and Performance, and may jeopardize the reimbursement of Retention as defined in the Progress Payments discussion below.

F. COMPENSATION

The Contractor shall be reimbursed using Progress Payments, monthly in arrears, for all approved actual Contract-related expenses including the following:

1. Labor as set forth in the Cost Proposal Worksheet, Section V, Attachment 3, of this RFP, which will be incorporated into the Contract. Labor must include all subcontractors, profit, overhead, and fees.
2. Non-Labor Expenses will be reimbursed at actual cost based on pre-approved estimates as set forth on the Cost Proposal Worksheet, Section V, Attachment 3, of this RFP, which will be incorporated into the Contract. Expenses associated with designs for end-users and final mock-ups presented for approval will not be reimbursed separately. Similar expenses associated with the cost of doing business are not reimbursable and are considered part of overhead. Non-Labor Expenses cannot include subcontractors, profit, overhead, or fees.
3. Media Buys and Direct Mail (both of which are Non-Labor Expenses) advances will be provided using an advanced payment procedure, based upon pre-approved project description, timeline, and cost estimate. Media Buy and Direct Mail advances will be provided based on actual costs as specified in Attachment 3.

The CPUC will reimburse the Contractor for services satisfactory rendered under this Agreement using Progress Payments, which will be applied to the labor portion of the invoice through the withholding of a ten percent (10%) retention. The retention shall be paid to the Contractor at the conclusion of the first year of services and at the expiration of the Contract assuming satisfactory performance in both growth of the DDTP, quality of deliverables, and meeting the Performance Standards set forth in Exhibit F.

All travel and meeting-related expenses, unless otherwise indicated, are considered part of the approved Contractor's budget and there will be no additional reimbursements. As such, all proposers must consider meeting and travel expenses within their estimated labor and expenses on the Cost Proposal Worksheet in Section V, Attachment 3. If the Contractor is located outside California, the Contractor must, as part of its cost bid, estimate travel expenses for required meetings once or twice a month (to be determined) to be held at CPUC Headquarters located at 505 Van Ness Avenue, San Francisco, CA 94102, or the PPCA or administrative contractor located in Oakland. The Contractor may be required to attend other events (outreach events/public forums) that may require the Contractor's presence. See Exhibit B, Budget Detail and Payment Provisions, Item number 1d for travel reimbursement details.

II. Minimum Qualifications for Proposers

In order to achieve the maximum point allocation during the Evaluation Process, Section III, E, the Primary Bidder must meet all of the following qualifications:

1. Knowledge of California's Deaf and Disabled Telecommunications Program and the constituency the Program serves;
2. A minimum of five (5) years experience designing, producing, and implementing niche marketing communication services and outreach to specific consumer demographics, as well as analyzing and researching special needs services and equipment provided by the public sector;

3. Lead management staff person with five years experience in the following areas: Project Management, Creative Direction, Market Analysis and Research (quantitative and qualitative), Photography, Video/Sound Production, Media Research and Purchasing, Media Production, Graphic Design, Copywriting, Fiscal/Budget Management, and Information Technology (database analysis and Web design);
4. Five years experience negotiating rates for print and broadcast media purchases, demonstrating five years of cost savings achieved over published rates in each area;
5. Must include a portfolio with samples of print materials (e.g., brochures, direct mail pieces, posters, customer survey forms), non-print materials (e.g., broadcast media such as TV and radio), and any other materials that provide concrete examples of the firm's design abilities and experience with public sector campaigns;
6. Extensive expertise interacting with, and preparing materials for, people with disabilities, non-English speakers, and people of varying cultural and ethnic identities;
7. Extensive expertise in collecting and analyzing Program-related data for use in quantifying marketing successes and failures by demographics and geographical area, in order to provide recommendations for changes in marketing methodologies and delivery of services, if required;
8. Demonstrate that Contractor's project manager has sufficient time and administrative support to assist lead personnel to fulfill SOW tasks for each campaign and related activities;
9. Proposer must be certified by the Secretary of State to do business in California;
10. Proposer must be familiar with State contracting rules and regulations as set forth in by the Department of General Services, Office of Legal Services and Office of Procurement;
11. Proposer must carry workers compensation insurance for all employees and General Liability Insurance, including business automobile liability if vehicles are used in the course of fulfilling the SOW. Any license requirements or bonding must be current; and
12. Bidders may not have current contracts other DDTP contractors or with any provider of telecommunication services or equipment that provide a majority (51 percent or more) of the bidder's income stream and may not be awarded a contract for any other services related to the DDTP during the Term of this Agreement.

III. Proposal Requirements and Information

A. Key Action Dates

FROM	TO	ITEM DESCRIPTION
08/17/09 Monday	08/18/09 Tuesday	Issue RFP; place ad and post RFP on DGS website at www.cscr.dgs.ca.gov/cscr ; place ad on CPUC website at www.cpuc.ca.gov and in relevant DDTP and public sector publications.
09/4/09 Friday	09/4/09 Friday	Bidders' Conference (1:30-4:00pm) at the CPUC, 505 Van Ness Avenue, San Francisco, CA 94102, Golden Gate Room. (Recommended but not mandatory for bidders.)
09/14/09 Monday	09/14/09 Monday	Send written technical questions to tch@cpuc.ca.gov and skw@cpuc.ca.gov of the Communications Division (CD); send Contract-related questions to res@cpuc.ca.gov of the Contracts Office.
09/15/09	9/25/09	CD Project Manager and CPUC Contracts Officer provide written

FROM	TO	ITEM DESCRIPTION
Tuesday	Friday	responses on the DGS website at www.cscr.dgs.ca.gov/cscr .
10/9/09 Friday	10/9/09 Friday	Proposals due from Bidders at 2:00 pm to Bob Smith, Contracts Officer at CPUC, 505 Van Ness Ave. 2nd Floor, San Francisco, CA 94102
10/12/09 Monday	10/14/09 Wednesday	Contracts Officer begins Phase I of the Evaluation (Contractual Compliance Review based on Proposal Checklist); issues rejection letters to noncompliant bidders; provides CD Evaluation Team copies of compliant bids for separate technical review evaluation (Phase II).
10/14/09 Wednesday	10/21/09 Wednesday	Phase II, Independent Technical Evaluation
10/22/09 Thursday	10/23/09 Friday	Interviews are arranged for qualified bidders.
10/26/09 Monday	10/27/09 Tuesday	Phase III interviews at CPUC; 505 Van Ness Ave, San Francisco, CA 94102; Room TBD; scores compiled.
10/28/09 Wednesday	10/28/09 Wednesday	Public Bid Opening
10/29/09 Thursday	10/29/09 Thursday	Post Intent to Award; Protest Period begins (1 week).
10/30/09 Friday	11/5/09 Thursday	Protest Period; ends 5PM Thursday 11/5/09.
11/6/09 Friday	11/6/09 Friday	Award Contract to winning bidder.
11/9/09 Monday	11/18/09 Wednesday	Prepare final Contract; obtain Contractor and CPUC signatures; give documents to Contracts Officer to compile Contract package for submittal to DGS/OLS; submits package to OLS.
11/19/09 Thursday	12/28/09 Monday	DGS/OLS reviews Contract package for approval.
12/29/09 Tuesday Estimated	12/29/09 Tuesday Estimated	Approved Contract received from DGS/OLS; notify winning bidder of Contract approval and commencement date.

B. Work Plan and Work Schedule Requirements

The proposer shall develop a Work Plan designed to best achieve the goals of reaching existing consumers of the DDTP, as well as hard to reach and underserved Deaf and disabled consumers that are not currently enrolled in the Deaf and Disabled Telecommunications Program (DDTP), but are eligible for enrollment once verified by a certifying agent. The Work Plan shall be designed to inform current users of the DDTP's equipment and services, as well as educate and expand the participation pool among those who are not currently participants but are in need of the specialized telecommunications equipment and services provided by the Program.

In addition to identifying each major task, necessary subtask, and/or specific milestones by which progress can be measured and payments made, the Work Plan shall include a rationale as to why the Annual Marketing Plans will be effective.

(NOTE: The Work Plan developed as part of this RFP proposal submittal will be used for evaluation purposes only although many of the ideas may be incorporated into the Work Plan developed and implemented by the winning bidder in

conjunction with the CPUC and the PPCA. The Cost Bid will be based on the proposer's submitted Annual Marketing Plans; the final Work Plan developed for the estimated eight (40-weeks) campaigns will reflect tasks that are commensurate with the SOW and the winning bidder's bid price).

The Work Plan shall describe how the Contractor will achieve DDTP goals, including but not limited to: procedures for planning, scheduling, budgeting, and negotiating print and broadcast media buy costs, as well as assuring quality of deliverables. In addition, the following supporting documentation should be included in the submittal:

1. A description of all elements of the Annual Marketing Plans and individual marketing campaigns, including examples of market research analysis, ad hoc reports, and campaigns illustrative of both DDTP equipment (CTAP, or California Telephone Access Program) and relay (CRS, or California Relay Services);
2. A schedule for accomplishing each marketing campaign relative to each DDTP goal and offering such as equipment, CRS, new and emerging technologies, reaching the underserved, etc. (it is expected that four (4) ten-week campaigns encompassing the general market as well as year-round campaigns focusing on a variety of ethnic and disabled communities will be conducted in each year of the Contract).;
3. Identification of each major task, sub-task, and/or specific milestones;
4. A description of your firm's management procedures for planning, scheduling, and budgeting and tracking costs and benefits, as well as the procedures to be used in controlling time used, dollars spent, and the quality to be achieved in performing the marketing campaign;
5. A project organization chart listing all personnel who will be assigned to this Contract and their titles, including subcontractors to be used for any aspect of the Scope of Work;
6. Contractor's expectation regarding coordination on each marketing campaign and/or project with CPUC and its administrative contractor, the PPCA;
7. Contractor's expectations regarding working with Community Based Organizations (CBOs), service providers for the deaf and disabled, community activists, the general public, and others with knowledge of and interest in the DDTP or specialized cultural and language skills;
8. Description of any modifications or enhancements you would make to the SOW outlined in Section I, D, Scope of Work;
9. Methodology for measuring campaign successes and failures in achieving Program growth through marketing strategies and campaigns, including cost-effectiveness.

a) Project Personnel: Illustrate the proposed relationship between the project manager, key personnel, support staff, and other resources (including subcontractors) that are expected to participate in the Contract. Show which aspects of the marketing/outreach efforts each person (by name and title) will be responsible for performing and the approximate percentage of their time that will be devoted to this Contract. Resumes of the project manager, all key personnel, and subcontractors will be required.

b) Facilities and Resources: The Contractor shall perform the majority of the tasks required under this RFP at its principal headquarters. Secondary locations may include DDTP Oakland headquarters, photo shoot locations and other off-site locations to conduct and/or facilitate public forums, outreach events, offices of any subcontractors used to perform some of the SOW, and at offices of the CPUC as required. The Contractor will be required to attend one or two meetings per month (to be determined) at the CPUC's office located at 505 Van Ness Avenue, San Francisco, CA 94102, the DDTP administrative contractor's headquarters located in Oakland, California, or other location identified by the Commission. Expenses for the mandatory meetings shall be born by the Contractor and should be factored into the hourly bid price for labor.

The Contractor's principal office space must have the required equipment to fulfill the SOW, including computers with all necessary hardware and software, telephones/faxes, reprographic equipment, tools required for the copy productions, photographs (unless subcontracted), graphic materials, etc. All office equipment, supplies, and space related expenses are the sole responsibility of the Contractor.

C. Cost Detail Format and Requirements

Cost information must be presented as shown on the Cost Proposal Worksheet (Attachment 3 of this RFP), and must be submitted in a separate sealed envelope along with any request for Small Business or Preference Programs (Section IV, 1). The final accepted bid shall be incorporated into the Contract. The Worksheet categories are summarized below.

1. Labor Budget A total labor bid will be derived from hourly labor rates and estimated hours for each labor category (provided by bidder) necessary to deliver all work described in the SOW. Bidders will fill in rate categories for four areas: marketing campaigns, special projects/promotional materials, special projects/video, and other labor required by the SOW. Labor rates must include all subcontractors, profit, overhead, and fees. Labor may not exceed 65% of the non-labor budget (\$3.4125 million).
2. Non-Labor Expenses The dollar sum of (a), (b), and (c) below is set at \$5.25 million. Non-labor expenses are reimbursed at cost based on estimates that are pre-approved by the CPUC before each transaction. Non-labor expenses may not include any subcontractors, profit, overhead, or fees.
 - a) Promotional Expenses Set at \$300,000 for the purposes of bidding.
 - b) Video Projects Set at \$500,000 for the purposes of bidding.
 - c) Other Non-Labor Expenses The remaining non-labor dollars must be apportioned by bidders among the following categories: Media Buys, Direct Mail, Translations, Collateral Materials, Special Projects/Other. Advances will be provided for pre-approved Media Buys and Direct Mail expenses within the parameters described in the Cost Proposal Worksheet (Attachment 3 of this RFP).
3. TOTAL BID
4. Preference Program Adjustments: If applicable, the total bid will be adjusted by 5%, not to exceed \$100,000 total, for each applicable program.

5. ADJUSTED TOTAL BID

D. Submission of Proposal

1. Proposals should provide straightforward and concise descriptions of the proposer's ability to satisfy the requirements of this RFP. Expensive bindings, color displays, promotional materials, etc. are not required or desirable. Bidders are encouraged to concentrate on conformity with RFP instructions, responsiveness to RFP requirements and clarity and completeness of bid content. Omissions, inaccuracies or misstatements may be sufficient cause for rejection.
2. All proposals must be submitted under sealed cover and sent to the California Public Utilities Commission with attention to Bob Smith of the Contracts Office by the dates and times shown in Key Action Dates (Section III, A). Proposals received after the stated date and time will not be considered.

The bid price, all cost information, and any preference requests such as current Small Business Certificate must be submitted in a separate sealed envelope or the proposal will be rejected. The envelope should be affixed to the outside of the proposal package and marked "Sealed Cost Proposal-DO NOT OPEN".

3. A minimum of 5 hardcopies (one master and four copies) and 2 CDs of the proposal must be submitted.
4. The original proposal must be marked "ORIGINAL COPY". 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.
5. The proposal envelopes must be plainly marked with the RFP number and title, the firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

California Public Utilities Commission
RFP 09 PS 5831
DDTP Marketing Services Provider Contract
ABC Marketing Contractor
222 8th Street
Midvale, CA 92222

DO NOT OPEN

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

6. All proposals shall include the documents identified in Section V, Attachment 1, Required Attachment Checklist. Proposals not including the required attachments shall be deemed nonresponsive. A nonresponsive proposal is one that does not meet the basic proposal requirements.
7. Mail or deliver proposals to the following address:

California Public Utilities Commission
Attn: Bob Smith, Contracts Office
505 Van Ness Ave.
San Francisco, CA 94102
8. Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and may be cause for rejection.
9. 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 and may waive any immaterial deviation in a proposal. The State's waiver of immaterial deviation shall in no way modify the RFP document or excuse the proposer from full compliance with all requirements if awarded the Agreement.
10. Costs incurred for developing proposals in anticipation of award of this Agreement are entirely the responsibility of the proposer and shall not be charged to the State of California.
11. An individual who is authorized to bind the proposing firm contractually shall sign Attachment 2, Proposal/Proposer Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
12. A proposer 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, Section III, A. Proposal modifications offered in any other manner, oral or written, will not be considered.
13. A proposer may withdraw its proposal by submitting a written withdrawal request to the State, signed by the proposer or an authorized agent. A proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to the proposal submission deadline.
14. The awarding agency may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.

15. The awarding agency reserves the right to reject all proposals. The agency is not required to award an agreement.
16. Before submitting a response to this solicitation, bidders should review, correct all errors, and confirm compliance with the RFP requirements.
17. Where applicable, the proposer should carefully read and understand RFP specifications including SOW and payment provisions. No additions or increases to the Agreement amount will be made due to a lack of careful examination of RFP specifications.
18. More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered.
19. 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 307), attached to this RFP, are not negotiable. Also, the CPUC will not negotiate any other Terms and Conditions found in this RFP or the Contract to be awarded as a result of this RFP.
20. No oral understanding or agreement shall be binding on either party.

E. Evaluation Process/Scoring Methodology

The CPUC will score each bidder's proposal in four phases:

Phase I: Contractual Compliance Review

In this phase, the CPUC Contracts Office will use Attachment 1, the Required Attachments Checklist, to confirm that all required documents are included and properly signed in the bidder's proposal, the DVBE requirements or "Good Faith Effort" has been met, and the Cost Proposal Worksheet is in a separate sealed envelope. A pass/fail will be issued for Phase I. Those proposals that are given a fail will be rejected by the CPUC's Contracts Officer and not forwarded to the Evaluation Panel for the Phase II, Task/Technical Evaluation. The failing bidder(s) will receive a letter from the Contracts Officer explaining the reason for the failure.

Phase II: Task/Technical Evaluation

A CPUC Proposal Evaluation Team will assess each bidder's qualifications in response to the Scope of Work (SOW) as outlined in the RFP. Points will be assigned to each section as illustrated in the following table, with a maximum total of 100 points for Phase II. 75 points are required to move to the Oral Interview, Phase III.

TASK/TECHNICAL EVALUATION PHASE II	POINTS ASSIGNED	BIDDER'S POINT SCORE
a. Workplan and Portfolio of Marketing Samples	20 (15 min) points	
1. Bidder's Workplan thoroughly addresses all required elements including Program growth objectives.	10 points	
2. Bidder's portfolio illustrates work with DDTP market segments and experience conducting similar projects.	10 points	
b. Marketing/Outreach Expertise	30 (22.5 min) points	
1. Demonstrated experience achieving social marketing goals relevant to special-needs populations while working in a collaborative environment.	5 points	
2. Demonstrated experience developing marketing strategies as well as implementing marketing campaigns and targeted materials to increase public awareness and/or Program participation.	5 points	
3. Expertise in developing educational marketing and outreach materials in various languages and formats to reach existing and potential consumers with special needs. These consumers include, but are not limited to, hearing/mobility/speech-disabled, other consumers who are disabled, consumers in urban and rural settings, and people who are non-English speaking.	10 points	
4. Expertise in media strategy and placement (broadcast, print, public service announcements) throughout the State of California, including targeting underserved communities.	5 points	
5. Demonstrated cost effectiveness in achieving marketing goals.	5 points	
c. Management Personnel and Staffing	30 (22.5 min) points	
1. Senior management with 5 or more years of experience in each of the project areas shown under Minimum Qualifications for Proposers, Section II, including demonstrated time to personally manage the DDTP marketing services project.	10 points	
2. Sufficient staff with qualifications, or subcontractors with the expertise required, to fulfill the SOW tasks including but not limited to: • Copywriting/editing • Graphic design and art production • Website projects • Advertising development • Media relations and purchasing	15 points	

TASK/TECHNICAL EVALUATION PHASE II	POINTS ASSIGNED	BIDDER'S POINT SCORE
• Photography, video/audio • Event planning and facilitation • Contract administration • Project management • Social marketing program monitoring and evaluation • Knowledge of the special needs and requirements of the California deaf and disabled communities.		
3. Experience coordinating projects similar to the DDTP (i.e., projects with government contracting and funding program representatives).	5 points	
d. Program Evaluation	20 (15 min) points	
1. Demonstrated experience compiling and analyzing demographic and other data to determine marketing goals and to recommend marketing and outreach campaign strategies.	10 points	
2. Expertise in producing reports that effectively summarize marketing campaign impacts on target audiences, including cost and behavioral outcomes.	10 points	
TOTAL POINTS	100 (75 min) POINTS	

Evaluation Criteria

In evaluating each scored technical component, the CPUC Evaluation Team will use the following chart:

Technical Evaluation Criteria	Percent Earned
Bidder does not commit to meet the RFP requirement. If this is a Mandatory Requirement, the Bidder's proposal shall be rejected.	0%
Response just meets the RFP requirement without any or with very minimal descriptive information to support the bidder's claim that they understand and intend to meet the requirement, or the information is unclear.	25%
Response and/or supporting information demonstrates an understanding of the requirement and demonstrates the ability and intent to meet the requirement in full.	50%

Response and/or supporting information demonstrates a thorough, detailed and complete understanding of the requirement, clearly demonstrates the ability and intent to meet the requirement in full, and provides evidence of current ability to comply, or detailed plans or methodology that further assure compliance.	75%
Response and/or supporting information demonstrates a thorough, detailed and complete understanding of the requirement, clearly demonstrates the ability and intent to <u>significantly exceed</u> the minimum standard of the requirement, and provides evidence of current ability to comply, and detailed plans or methodology that further assure how the standard will be exceeded.	100%

Of the total points for each response for a scored component, the level of understanding demonstrated and the detail provided in the response will determine the percentage of the assigned points earned by that response.

Phase III, Oral Interview

Each proposer that earns a minimum of 75 points in Phase II, Task/Technical Evaluation will be asked to participate in an oral interview, which will consist of a short presentation (no more than 20 minutes, worth 20 points) and four questions (each worth 20 points). 80 points must be achieved in Phase III to proceed to the Phase IV, the Public Bid Opening.

The presentation should present the firm's qualifications and provide an overview of its team, including its proposed approach. Examples of four questions that may be asked include:

- Please describe the depth and breadth of your firm's experience providing marketing to members of a specialized community such as consumers who are deaf and disabled and/or other consumers receiving public services. Include any specific experience you have with the DDTP, as well as California, multicultural, and multi-language marketing.
- Please describe your firm's expertise in measuring success/failure of various marketing efforts, including targeting market segments based on their specialized characteristics and demographics, to ensure success in the marketing tasks required under this RFP.
- Please expand on your firm's specific approach and past successes in designing and implementing marketing strategies that achieve cost-effective results, with an emphasis on any public/social goals your firm has focused on. Include a description of any specialized expertise in various marketing channels and related techniques for achieving cost savings within those channels (e.g., media buys, direct mail).

- How does your firm intend to interact with the CPUC and the DDTP administrative contractor, the PPCA to ensure that marketing campaigns are properly focused, delivered according to the Contracts Work Plan schedule, cost-effective, as well as any disputes are resolved in a timely and acceptable manner?

Phase IV, Public Bid Opening: This phase will consist of opening the sealed cost proposals and assigning points associated with each cost proposal based on the formula set forth in section 5.25 of the State of California Contract Manual (<http://www.ols.dgs.ca.gov/Contract+Manual/Chapters4through6.htm>). The total Contract price shall comprise the proposed Contract price for all two years. All proposals that enter Phase IV will have received at least 75 points from the evaluation committee in Phase II. The sealed envelopes containing the bid price and cost information for the proposals shall be opened and scored by the CPUC's Contracts Administrator at the CPUC's headquarters.

A maximum of 134 points will be assigned to the cost proposals that meet the bidding requirements outlined in this RFP. The lowest cost proposal will be assigned a score of 134 points. Other cost proposals will be assigned points on a proportional basis relative to the cost of the lowest bid. For example:

EXAMPLE:

Lowest cost proposal = \$75,000

Other proposal = \$100,000

134 points available in Phase IV

Other proposal would receive: $(\$75,000/\$100,000 * 134 \text{ points}) = 100.50 \text{ points}$

For each bidder in this phase, the cost proposal score will be added to the score from Phase II.

Application of the earned DVBE Incentive

Bidders who achieve a percentage of Disabled Veteran Business Enterprise (DVBE) participation, as measured by the percentage of the Bidder's total revenue paid by the State that will be earned by the Bidder's DGS certified DVBE subcontractors, will earn extra evaluation points (calculated to all scored items including interviews). Those Bidders will earn an additional 1%, 2% or 3% of the total possible evaluation points as follows:

Confirmed DVBE participation of:	DVBE Incentive:	
	Percentage	Points
3% and above	3%	<u>3</u>
2% to 2.99%	2%	<u>2</u>
1% to 1.99%	1%	<u>1</u>

For example, if a Bidder achieves a 2.5% DVBE participation, that Bidder will receive a 2% credit or an additional 2.0 evaluation points. (2.5% participation = a 2% incentive. $2\% \times 100 \text{ points} = 2.0 \text{ points}$.) Note that the DVBE incentive percentage is calculated against the total 100 possible total points, not against the actual total points earned.

Credits for Preference Programs

- a. *Small Business*
Bidders seeking a five percent small business preference must submit a copy of their DGS small business certification with their cost bids in the separate sealed envelope.
- b. *TACPA (Target Area Contact Preference Act)*
Bidders seeking a five percent TACPA preference must complete and submit the required form and all necessary attachments with their bid.
- c. *EZA (Enterprise Zone Act)*
Bidder seeking a five percent EZA preference must complete and submit the required form and all necessary attachments with their bid.
- d. *LAMBRA (Local Agency Military Base Recovery Area) Act*
Bidder seeking a five percent LAMBRA preference must complete and submit the required form and all necessary attachments with their bid.

Note: The combined preference credits for Small Business, TACPA, EZA and LAMBRA programs shall not exceed \$100,000.

F. Award and Protest

1. Notice of the proposed award shall be posted in the Contracts Office (2nd Floor) of the California Public Utilities Commission, which is located at 505 Van Ness Avenue, San Francisco, CA 94102, for five (5) working days prior to awarding the Agreement.
2. If any proposer, prior to the award of Agreement, files a protest with the California Public Utilities Commission (CPUC) and the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605, on the grounds that the (protesting) proposer would have been awarded the Contract had the agency correctly applied the evaluation criteria shown on "Task/Technical Evaluation Table, Phase II", in Section III, E of this RFP, or if the agency followed the evaluation and scoring methods in the RFP represented on the "Table", the Agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter. It is suggested that you submit any protest by certified or registered mail.
3. Within five (5) days after filing the initial protest, the protesting proposer shall file with the Department of General Services, Office of Legal Services and the CPUC a detailed statement specifying the grounds for the protest.

4. Upon resolution of any protest(s) and award of the Agreement, Contractor must complete and submit to the awarding agency the Payee Data Record (STD 204), to determine if the Contractor is subject to State income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at www.osp.dgs.ca.gov by entering STD 204 in the search field. A hard copy will also be attached to this RFP. No payment shall be made unless a completed STD 204 has been returned to the awarding agency.
5. Upon resolution of any protest(s) and award of the Agreement, Contractor must sign and submit to the awarding agency, *page one (1)* of the Contractor Certification Clauses (CCC), which can be found on the Internet at <http://www.documents.dgs.ca.gov/ols/CCC-307.doc>. A hard copy of the CCC-307 will also be attached to this RFP. It is recommended that the CCC-307 be signed by the bidder and returned with the bidders' proposal.

G. Disposition of Proposals

1. 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.
2. Proposal packages may be returned only at the proposer's expense, unless such expense is waived by the awarding agency.

H. Agreement Execution and Performance

1. Service shall start on the express date set by the awarding agency and the Contractor, after all approvals have been obtained and the Agreement is fully executed. It is anticipated, if approval is received from DGS/OLS in a timely manner, that the expressed date for the commencement of the Contract will be January 01, 2010. 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 the Contractor's proposal price and the actual cost of performing the work by another contractor.
2. All performance under the Agreement shall be completed on or before the November 30, 2010 unless otherwise extended by an Amendment to the Contract that results from this RFP. However, the period from December 01, 2010 through December 31, 2011, the termination date of the Agreement, shall be used to prepare and submit the final report and invoice, including amount due to the Contractor for Retention.

IV. DVBE Participation Program Documentation

Bidders must complete and submit the required [forms](#) and all necessary attachments, including STD 840, to demonstrate compliance with the [DGS DVBE Program](#) Requirements (Attachment 5), and download the documents “DVBE Program Requirements” and “DVBE Resource Packet” posted with the RFP CSCR advertisement, see: <https://www.cscr.dgs.ca.gov/cscr/>. Bidder noncompliance in this area will result in automatic bid rejection under Phase I, Contractual Compliance Evaluation.

V. Required Attachments

ATTACHMENT 1**Proposal Checklist**

To assist the Commission in verifying the completeness of your bid, mark the line to the left of each item submitted.

Required Attachments**Name/Description**

_____	Attachment 1	Proposal Checklist
_____	Attachment 2	Proposal/Proposer Certification Sheet
_____	Attachment 3	Cost Proposal Worksheet
_____	Attachment 4	Proposer References
_____	Attachment 5	Disabled Veteran Business Enterprise (DVBE) Participation Forms and Attachments, STD Form 840 OR Good Faith Effort Documentation – Exhibit A (3 pages)
_____	Attachment 6	Darfur Contracting Act
_____	Attachment 7	Payee Data Record (STD 204)
_____	Attachment 8	Contractor Certification Clauses (CCC 307). The CCC 307 can be found on the Internet at http://www.documents.dgs.ca.gov/ols/CCC-307.doc . The form is included in this RFP as well.
_____	Attachment 9	Sample Standard Agreement (STD 213)— <u>Note: bidder need not fill out this item.</u>

Optional Attachments

_____	Attachment 10	DGS Small Business Certification
_____	Attachment 11	TACPA form and attachments
_____	Attachment 12	EZA form and attachments
_____	Attachment 13	LAMBRA form and attachments

ATTACHMENT 2**Proposal/Proposer Certification Sheet**

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. ☐ Sole Proprietorship	5. ☐ Partnership	6. ☐ 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. Signature	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 ☐ No ☐ If yes, enter certification number: _____ b. Disabled Veteran Business Enterprise Yes ☐ No ☐ If yes, enter your service code below: _____		
NOTE: A copy of your Certification is required to be included if either of the above items is checked. Date application was submitted to OSBCR if an application is pending:		

See form instructions on the following page.

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. A 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, efforts, 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.

ATTACHMENT 3 **Cost Proposal Worksheet**

Sign and submit in a separate sealed envelope affixed to bid package or proposal will be disqualified.

Bidder should provide total estimated hours by labor category to fulfill all activities described in the Scope of Work over the two-year Term of the Agreement. The labor rate is to include all labor costs, including those of any subcontractors and all overhead, profit, and fees. No subcontractor labor expenses, overhead, profit, or fees are to be included in the non-labor expense portion of the cost worksheet. For the purposes of bidding, the non-labor budget is set at \$5.25 million over the two-year Term of the Agreement. The total labor bid cannot exceed 65% (\$3.4125 million) of total non-labor expenses. The total bid (labor + non-labor expenses) will be reduced to reflect any applicable Preference Programs. Bidders have discretion in how they may *apportion* several sub-sections of their non-labor bid as described on the next page, but the total amount is set for purposes of bidding. Bidders should make their labor bids within the framework provided and reflecting their strategies for achieving Contract goals in the most cost-effective manner possible.

LABOR BID (including subcontractor labor, overhead, profit, and fees)

Contractor to fill in labor categories specific to its organization (e.g., Project Manager, Media Buyer, Art Director) reflecting all rates necessary to complete approximately four marketing campaigns per year, special projects (promotional materials and video projects), and other labor required by the Scope of Work. Project management and administrative labor related to a marketing campaign or special project should be included in that labor budget category. Labor rates must encompass all types of work potentially required by this Contract, including subcontractors and *all* overhead, profit, and fees. Bidders may add or subtract lines below each italicized budget sub-category and use endnotes if needed. If labor categories overlap, hours should be included in only one of the relevant classifications. In addition to calculating the total labor bid (\$), bidders should calculate total labor hours and average labor rate (\$). Total labor costs cannot exceed 65% (\$3.4125 million) of total non-labor expenses.

<u>Labor Budget Categories</u>	<u>Hours</u>	<u>Rate/Hour (\$)</u>	<u>Total (\$)</u>
<i>Campaigns</i>			
_____	_____@	_____	_____
_____	_____@	_____	_____
_____	_____@	_____	_____
Subtotal	_____		_____
<i>Special Projects: Promotional Materials</i>			
_____	_____@	_____	_____
_____	_____@	_____	_____
Subtotal	_____		_____
<i>Special Projects: Video Production (new creative efforts)</i>			
_____	_____@	_____	_____
_____	_____@	_____	_____
Subtotal	_____		_____
<i>Other Labor (Required by Scope of Work and not covered by above categories)</i>			
_____	_____@	_____	_____
_____	_____@	_____	_____
Subtotal	_____		_____
SUBTOTAL: LABOR BID	_____	_____	\$ _____
	(Total Hours)	(Average Rate)	(≤ \$3.4125 million)

California Public Utilities Commission

RFP 09 PS 5831

NON-LABOR EXPENSES

Contractor is to be reimbursed for all actual, pre-approved non-labor expenses, which are projected to total \$5.25 million over the two-year Term of the Agreement. These expenses cannot include any subcontractor labor, overhead, profit, fees, profit, or fees. Expenses for postage, reprographics, etc. are to be bundled within each expense/project category. Expenses will be reimbursed at cost up to but not exceeding pre-approved estimates. These reimbursements are applicable to all materials produced for and distributed to end-users, as well as design mock-ups pre-approved and requested by the CPUC or its designee.

There are three core areas of these expenses: Promotional Materials (\$300,000 over two years); Video Projects (two projects whose cost are not to exceed \$500 thousand over two years); and Other Expenses (\$4.45 million combined, may be split between sub-areas as deemed appropriate by bidders. Other Expenses include Media Buys, Direct Mail, Translations, Collateral Materials, and Special Projects. Advances will be provided for media buys and direct mail based on pre-approved cost estimates. Each advance must be at least \$75,000 and be specified for media buys or direct mail, not a combination of both. Advances will not be provided for any other type of expenses or lesser amounts.

<u>Expense Budget Categories</u>	<u>Estimated Expenses for 2 Years (\$)</u>
---	---

Promotional Materials			\$ 300,000
Video Projects			\$ 500,000
Other Expenses:	<u>Year 1 (\$)</u>	<u>Year 2 (\$)</u>	<u>2-Year Total (\$)</u>
Media Buys	_____	_____	_____
Direct Mail	_____	_____	_____
Translations	_____	_____	_____
Collateral Materials	_____	_____	_____
Special Projects	_____	_____	_____
Other Expenses Subtotal	\$ _____	\$ _____	\$ 4,450,000

SUBTOTAL: NON-LABOR EXPENSES	\$ 5,250,000
-------------------------------------	---------------------

TOTAL BID (Labor Bid +Non-Labor Expenses)	\$ _____
--	-----------------

PREFERENCE PROGRAMS

Each program that a proposer qualifies for (as demonstrated by the required documentation) provides for a preference of 5% each in the total bid price not to exceed \$100,000 or 15% combined.

<u>Programs</u>	<u>Participation? (Yes/No)</u>	<u>Bid Adjustment</u>
Small Business Preference	_____	\$ _____
TACPA	_____	\$ _____
EZA	_____	\$ _____
LAMBRA	_____	\$ _____
TOTAL PREFERENCE PROGRAMS ADJUSTMENT		\$ _____

ADJUSTED TOTAL BID	\$ _____
---------------------------	-----------------

Subtract Total Preference Program Adjustment from Total Bid. This number constitutes the final bid amount.

Notes:

- The costs quoted above by the bidder shall be binding for the Term of the Agreement.
- Bidders are responsible for all mathematical calculations. Any errors in calculations will **not** be corrected by the State and may be grounds for bid rejection.
- Monthly *invoices* are due to the CPUC, or its designee, on the 5th of each month.
- All services performed will be paid in arrears according to the billing schedule indicated above (i.e., the preceding bullet).
- Bidders must include all dollar figures shown on this worksheet as part of the total bid.
- Media Buy advances are only authorized for pre-approved media expense estimates.
- Printing, production, and postage/delivery are reimbursed at cost based on pre-approved expense estimates. These reimbursements are only applicable to final materials produced for and distributed to end-users and pre-approved design mock-ups.

Bidder Signature/Date

ATTACHMENT 4**Proposer References**

Submission of this attachment is mandatory. Failure to complete and return this attachment with your proposal will cause your proposal to be rejected and deemed non-responsive. This form may be reproduced as needed to accommodate all required references.

Provide three references each for the Project Manager and any other lead personnel with significant roles in the Contract. Additionally, provide three references for the firm as a whole. References should demonstrate experience leading/conducting projects similar to those described in the SOW within the last five years. If three references cannot be provided, please explain why on an attached sheet of paper.

REFERENCE 1

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 2

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 3

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

California Public Utilities Commission

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REFERENCE 4

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 5

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 6

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 7

Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

ATTACHMENT 5 DVBE and PREFERENCE PROGRAMS REQUIREMENTS

Disabled Veteran Business Enterprise (DVBE) Requirements

This RFP includes both the DVBE program participation requirements and the DVBE incentive program requirements. General information about these requirements is available at the DGS Procurement Division website at www.pd.dgs.ca.gov/dvbe/. 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 and incentive requirements specific to this RFP should be directed to Bob Smith of the CPUC's Contracts Office.

California DVBE Program Requirements

The State has established goals for DVBE participation in State contracts. For this procurement, the DVBE participation goal is three percent (3%) of the total cost proposal.

Please read this entire requirement carefully, including its mandatory submission forms. Failure to comply with the DVBE program requirement may cause your solicitation response to be deemed nonresponsive and your firm ineligible for award of the proposed Contract. California DVBE Program requirements are not optional and must be met by the proposing firm. If a proposing firm does not undertake DVBE program activities as specified herein and make efforts to document those activities through 1) the selection of a DVBE firm or firms, or 2) through satisfaction of the Five Steps of the Good Faith Effort, the firm will be deemed non-responsive to RFP requirements and their bid will be rejected.

It can take Bidders a month or more to prepare for the State's mandatory DVBE participation requirements associated with this RFP. Bidders are strongly encouraged to not delay their preparation for meeting the DVBE participation requirements, if they expect to be compliant in time for the submission of their Final Proposals.

Information about the California DVBE Participation Program can be found at:

www.pd.dgs.ca.gov/dvbe/

Additional DVBE program documentation **required for submission with the bid**, and their instructions (STD.840 and 840A) can be found at:

www.documents.dgs.ca.gov/pd/poliproc/DVBEPROGREQ103107.doc

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

DGS DVBE resources packet:

www.pd.dgs.ca.gov/Publications/resource.htm

DGS DVBE and small business search engine:

www.apps.dgs.ca.gov/OSDCSearch/OSDCSearch.aspx

Listing of DVBE trade papers:

www.documents.dgs.ca.gov/pd/smallbus/TradePaper.pdf

Listing of DVBE focus papers:

www.documents.dgs.ca.gov/pd/smallbus/FocusPaper.pdf

List of local DVBE contacts:

www.documents.dgs.ca.gov/pd/smallbus/RefOrg.pdf

Calendar of DVBE events:

www.pd.dgs.ca.gov/recipro/events.htm

DVBE Incentive

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(s) of DVBE participation for the incentive(s) specified in the solicitation.
- b. The Incentive is calculated by multiplying the solicitation's total points possible by the level of DVBE participation (%) identified by the responding firm. This amount is then added to the firm's total earned points. Computation is for evaluation purposes only and cannot be used to achieve any applicable minimum point requirements. (CCR 1896.99.100 (d))
- 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 application.

For the purposes of this RFP, the available DVBE Incentive points are:

Confirmed DVBE participation of:	DVBE Incentive:	
	Percentage	Technical Points
3% and above	3%	3
2% to 2.99%	2%	2
1% to 1.99%	1%	1

Additional information about the DVBE Incentive program may be found at:

www.pd.dgs.ca.gov/dvbe/dvbeincentive.htm

DVBE Declarations

If the Bidder proposes to use a DVBE firm(s), the Bidder must complete the appropriate information on the Bidder Declaration Form GSPD 05-105 to be eligible to receive the DVBE incentive. This form allows Bidders to identify if they are a DVBE and/or identify DVBE subcontractors, their proposed contract function, and the corresponding percentage of participation. The GSPD-05-105 Form can be found at the following link:

www.documents.dgs.ca.gov/pd/poliproc/BidDeclar8-05.pdf

A Disabled Veteran Business Enterprise Declarations (STD. 843) form must be completed by California-certified DVBE owners and managers of each DVBE who will be participating in the awarded purchase document. The STD. 843 Form can be found at the following link:

www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf

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

TARGET AREA CONTRACT PREFERENCE ACT (TACPA)

Preference will be granted to California-based Contractors in accordance with California Government Code Section 4530 whenever contract for goods and services are in excess of \$100,000 and the Contractor meets certain requirements as defined in the California Code of Regulations (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:

www.documents.dgs.ca.gov/osp/pdf/std830.pdf

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.

If there is no intention of claiming this preference, the Bidder does not need to submit the STD Form 830.

ENTERPRISE ZONE ACT (EZA)

California Government Code Section 7070, et. seq., provides that California based companies may be granted preferences when bidding on State contracts in excess of \$100,000 for goods and services (excluding construction contracts) if the business site is located within designated "Enterprise Zones" (see Std. Form 831). Bidders desiring to claim this preference must submit a fully executed copy of Std. Form 831 with their Final Proposal. Bidders proposing to perform the contract in a designated enterprise zone are required to identify such site(s) on the Std. Form 831. Failure to identify a site(s), which qualifies as an enterprise zone, will result in denial of the claimed preferences. Refer to the following website link to obtain the appropriate form with instructions:

www.documents.dgs.ca.gov/osp/pdf/std831.pdf

A bidder that has claimed an EZA preference and is awarded the contract based on such preference(s) will be obligated to perform the contract in accordance with the Act.

If there is no intention of claiming this preference, the Bidder does not need to submit the STD Form 831.

LOCAL AGENCY MILITARY BASE RECOVERY AREA (LAMBRA) ACT

Local Agency Military Base Recovery (LAMBRA) Act, Government Code section 7118 et seq., promotes employment and economic development at designated military bases by offering preferences when bidding on State contracts in excess of \$100,000. The firm must be California based. Bidders desiring to claim this preference must submit a fully executed copy of Std. Form 832 with their Final Proposal. Bidders proposing to perform the contract at a designated LAMBRA worksite(s) are required to identify such site(s) on the Std. Form 832. Failure to identify a site(s), which qualifies for LAMBRA, will result in denial of the claimed preferences. Refer to the following website link to obtain the appropriate form with instructions:

www.documents.dgs.ca.gov/osp/pdf/std832.pdf

A bidder that has claimed a LAMBRA preference and is awarded the contract based on such preference(s) will be obligated to perform the contract in accordance with the Act.

If there is no intention of claiming this preference, the Bidder does not need to submit STD Form 832.

ATTACHMENT 6 THE DARFUR CONTRACTING ACT

In compliance with the Darfur Contracting Act of 2008 (Act) (California Public Contract Code sections 10475, et seq.; Stats. 2008, Ch. 272), effective January 1, 2009, all Bidders of California RFPs for goods or services must address the requirements of the Act. The Act precludes State agencies generally from contracting with “scrutinized” companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in the Act.

“Scrutinized” companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services unless the comp. Therefore, a Bidder to this RFP that currently has (or within the previous three years has had) business activities or other operations outside of the United States is required to certify that it is not a “scrutinized” company when it submits a bid or proposal to a State agency, or if it is a “scrutinized” company that it has obtained permission to bid from the Department of General Services (DGS). Such DGS permission must be provided with the Bidder’s proposal.

All Bidders are required to submit with their proposal a completed Attachment 6, Compliance with the Darfur Contracting Act, and if necessary, also an approval letter from DGS. Failure to provide Attachment 6 (and if necessary a DGS approval letter) will disqualify the Bidder from award. Attachment 6 also provides a copy of the Act. See and submit Attachment 6.

Compliance with the Darfur Contracting Act

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a “scrutinized” company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

1. _____ We do not currently have, or we have not had within the previous
 Initials three years, business activities or other operations outside of the United
 States.
- OR**
2. _____ We are a scrutinized company as defined in Public Contract Code
 Initials section 10476, but we have received written permission from the
 Department of General Services (DGS) 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.
- OR**
3. _____ We currently have, or we have had within the previous three years,
 Initials business activities or other operations outside of the United States,
 + certification but we certify below that we are not a scrutinized company
 below as defined in Public Contract Code section 10476.

CERTIFICATION For # 3.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

<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>	

YOUR BID OR PROPOSAL WILL BE DISQUALIFIED UNLESS YOUR BID OR PROPOSAL INCLUDES THIS FORM WITH EITHER PARAGRAPH # 1 OR # 2 INITIALED OR PARAGRAPH # 3 INITIALED AND CERTIFIED.

BILL NUMBER: AB 498 CHAPTERED 09/24/08

CHAPTER 272, FILED WITH SECRETARY OF STATE, SEPTEMBER 24, 2008

SECTION 1. Article 13 (commencing with Section 10475) is added to Chapter 2 of Part 2 of Division 2 of the Public Contract Code, to read:

Article 13. Darfur Contracting Act of 2008

10475. The Legislature hereby finds and declares all of the following:

(a) On September 21, 2004, in addressing the United Nations General Assembly, President George W. Bush affirmed the Secretary of State's finding and stated, "At this hour, the world is witnessing terrible suffering and horrible crimes in the Darfur region of Sudan, crimes my government has concluded are genocide."

(b) The federal government has imposed sanctions against the Government of Sudan since 1997. These sanctions are monitored through the United States Treasury Department's Office of Foreign Assets Control (OFAC).

(c) Since 1993, the United States Secretary of State has determined Sudan is a country whose government has repeatedly provided support for acts of international terrorism, thereby restricting United States assistance, defense exports and sales, and financial and other transactions with the Government of Sudan.

(d) On December 31, 2007, President George W. Bush signed the Sudan Accountability and Divestment Act (Public Law 110-174). The legislation passed the Senate and the House of Representatives unanimously. That act authorizes state and local governments to adopt policies to divest from, and prohibit, contracts with problematic companies operating in Sudan's oil, power, mineral, and military sectors. That act also prohibits the federal government from contracting with these companies.

(e) On September 25, 2006, Governor Arnold Schwarzenegger stated, "Divesting will show our defiance of a government that murders" when signing Assembly Bill 2941 into law enabling the nation's two largest pension funds to divest from investments in Sudan.

10476. As used in this article, the following definition applies:

"Scrutinized company" means a company in Sudan that is involved in power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, but excludes a company that can demonstrate any of the following:

(a) Its business operations are conducted under contract directly and exclusively with the regional government of southern Sudan.

(b) Its business operations are conducted under a license from the Office of Foreign Assets Control, or are expressly exempted under federal law from the requirement to be conducted under such a license.

(c) Its business operations consist of providing goods or services to marginalized populations of Sudan.

(d) Its business operations exclusively consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization.

(e) Its business operations consist of providing goods or services that are used only to promote health or education.

(f) Its business operations with the Government of Sudan will be voluntarily suspended for the entire duration of the contract for goods or services for which they have bid on, or submitted a proposal for, a contract with a state agency.

(g) It has adopted, publicized, and is implementing a formal plan to cease business operations within one year and to refrain from conducting any new business operations.

10477. (a) A scrutinized company is ineligible to, and shall not, bid on or submit a proposal for a contract with a state agency for goods or services.

(b) (1) Notwithstanding subdivision (a), the Director 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 to permit the scrutinized company to bid on or submit a proposal for one or more contracts with a state agency for goods or services.

(2) In making this determination, the Director of General Services may utilize the following resources:

(A) Verification by an independent third party or nonprofit organization that a company is doing either of the following:

(i) Undertaking significant humanitarian efforts in conjunction with an international organization, the Government of Sudan, the regional government of southern Sudan, or a nonprofit organization to benefit one or more marginalized populations of Sudan. The party or organization providing the verification or an independent third party must evaluate and certify that the significant humanitarian efforts are substantial in relation to the company's Sudan business operations.

(ii) Through engagement with the Government of Sudan, materially improving conditions for the genocidally victimized population in Darfur.

(B) Consideration of a National Interest Waiver issued by the President of the United States excluding a company from the federal contract prohibitions provisions of the Sudan Accountability and Divestment Act (Public Law 110-174).

10478. (a) A state agency shall require a company that submits a bid or proposal with respect to a contract for goods or services, that currently or within the previous three years has had business activities or other operations outside of the United States, to certify that the company is not a scrutinized company.

(b) A state agency shall not require a company that submits a bid or proposal with respect to a contract for goods or services, and that currently or within the previous three years has had business activities or other operations outside of the United States, to certify that the company is not a scrutinized company, if the company has obtained permission to bid on or submit a proposal for a contract with a state agency for goods or services pursuant to subdivision (b) of Section 10477.

10479. (a) If the Department of General Services determines that a company has submitted a false certification under Section 10478, the company shall be subject to all of the following:

(1) The company is liable for a civil penalty in an amount that is equal to the greater of two hundred fifty thousand dollars (\$250,000) or twice the amount of the contract for which a bid or proposal was submitted.

(2) The state agency or the Department of General Services may terminate the contract with the company.

(3) The company is ineligible to, and shall not, bid on a state contract for a period of not less than three years from the date the state agency determines that the company submitted the false certification.

(b) The Department of General Services shall report to the Attorney General the name of the company that the Department of General Services determined had submitted a false certification under Section 10478, together with its information as to the false certification, and the Attorney General shall determine whether to bring a civil action against the company. The company shall pay all costs and fees the plaintiff incurred in a civil action, including costs incurred by the state agency and the Department of General Services for investigations that led to the finding of the false certification and all costs and fees incurred by the Attorney General.

10480. This act shall be repealed upon affirmative action of the Legislature. Provided, that in determining whether to repeal this act, by way of suggestion and guidance only and without binding or in any way inhibiting the discretion of future sessions of the Legislature, it is submitted that the occurrence of any of the following should be construed and deemed to be a basis for repealing this act:

(a) The Congress or President of the United States declares the Darfur genocide has been halted for at least 12 months.

(b) The United States revokes all sanctions imposed against the Government of Sudan.

(c) The President of the United States has certified to Congress that the Government of Sudan has honored its commitments to do all of the following:

(1) Abide by United Nations Security Council Resolution 1769 (2007).

(2) Cease attacks on civilians.

(3) Demobilize and demilitarize the Janjaweed and associated militias.

(4) Grant free and unfettered access for delivery of humanitarian assistance.

(5) Allow for the safe and voluntary return of refugees and internally displaced persons.

(d) The Congress or President of the United States, through legislation or executive order, declares the contract prohibition of the type provided for in this act interferes with the conduct of United States foreign policy.

(e) Such other circumstances as the Legislature determines to warrant the discontinuance of the provisions of this article.

10481. (a) If any one or more provision, section, subsection, sentence, clause, phrase, or word of this act or the application thereof to any person or circumstance is found to be invalid, illegal, unenforceable, or unconstitutional, the same is hereby declared to be severable and the balance of this act shall remain effective and functional notwithstanding such invalidity, illegality, unenforceability, or unconstitutionality.

(b) The Legislature hereby declares it would have passed this act, and each provision, section, subsection, sentence, clause, phrase or word thereof, irrespective of the fact that any one or more provision, section, subsection, sentence, clause, phrase, or word be declared invalid, illegal, unenforceable, or unconstitutional.

ATTACHMENT 7

Payee Data Record (STD 204)

The Payee Data Record form can be found as a PDF file posted with the RFP.

ATTACHMENT 8
Contractor's Certification Clauses (CCC) – 307

CCC-307**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>

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO

REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the State pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized

officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. 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 (Pub. 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.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor

affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

California Public Utilities Commission

RFP 09 PS 5831

ATTACHMENT 9

Sample Standard Agreement (STD 213)

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 09/01)

AGREEMENT NUMBER 09 PS 5831

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

STATE AGENCY'S NAME

California Public Utilities Commission

CONTRACTOR'S NAME

2. The term of this through
 Agreement is:

3. The maximum
 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.

Request for Proposal #09 PS 5831	Pages
Exhibit A – Scope of Work (including Definitions, Performance Standards, Equipment and Materials)	Pages
Exhibit B – Budget Detail, Revolving Fund Categories, and Payment Provisions	Pages
Exhibit C – General Terms and Conditions/Certification Clauses	Pages
Exhibit D – Special Terms and Conditions	Pages
Exhibit E – Additional Provisions	Pages
Exhibit F – Performance Standards	Page
Exhibit G – Bidder's Cost sheet/Sample Invoice	Page
Exhibit H – Bidder's Proposal including Resumes, and Request for Proposal incorporated by reference	Page

IN WITNESS WHEREOF, the parties have executed this Agreement hereto.

CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) (name of winning bidder)		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS (address of winning bidder)		
STATE OF CALIFORNIA		
AGENCY NAME California Public Utilities Commission		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Paul Clannon, Executive Director		
ADDRESS 505 Van Ness Avenue, San Francisco, CA 94102		

EXHIBIT A Scope of Work

TERM OF THE AGREEMENT/SCOPE OF WORK:

1. xxxxxxxxxx (Contractor), agrees to provide to the California Public Utilities Commission (CPUC) marketing and outreach services for the Deaf and Disabled Telecommunications Program (DDTP) as outlined in the Scope of Work (SOW) of this Agreement. The Contractor will serve as the DDTP Marketing Services Provider under RFP #09 PS 5831, which is hereby incorporated by reference. The Contractor shall furnish all necessary personnel, including subcontractors approved in the Contractor's bid proposal, office space, equipment, materials, services, transportation, and other necessary resources to perform the work described herein in a professional manner.
2. The Term of this Agreement shall be from January 01, 2010 through December 31, 2011, with an option to extend for one (1) year at the request of the CPUC and the availability of State funding for this Program. This Agreement can be amended at the CPUC's option, with the mutual agreement of all parties. Any such Amendment may be subject to the approval of the Department of General Services, Office of Legal Services (DGS/OLS). In addition, this Agreement is subject to additional restrictions, limitations, or conditions enacted by the CPUC and/or Legislature which may affect the provisions, terms, or funding of this Contract in any manner, unless earlier terminated by the CPUC in accordance with the termination provisions contained in Exhibit D, Special Terms and Conditions of this Agreement.
3. The Contractor shall perform the work at its place of business in xxxxxxxxxx and at other locations through out California in order to fulfill the Scope of Work (SOW).
4. The project representatives during the Term of this Agreement will be:

State Agency: CPUC	Contractor:
Name: Jack Leutza	<u>Project Manager</u>
	Name:
Phone: 415-703-1060	Phone:
Fax: 415-703-4405	Fax:
Email: jml@cpuc.ca.gov	E-Mail:

Direct all inquiries to:

State Agency: CPUC	Contractor:
Attention: Jack Leutza, Project Manager	Attention:
Address: 505 Van Ness Avenue San Francisco CA 94102	Address:
Phone: 415-703-1060	Phone:

Fax: 415-703-4405	Fax:
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The CPUC may change its Project Manager and/or Contract Manager at any time upon written notice to Contractor by the Director of the Communications Division or designee. The Contractor's Project Manager shall not be changed without the written approval of the CPUC's Project Manager.

5. Definitions

- a) Advisory Committees— the Telecommunications Access for the Deaf and Disabled Administrative Committee (TADDAC), the California Relay Service Advisory Committee (CRSAC), and the Equipment Program Advisory Committee (EPAC). In this Contract, all references to advisory committees are defined as meaning TADDAC, CRSAC, and EPAC.
- b) Agreement—means this Contract.
- c) Ancillary Staff—non-management level contractor staff assigned to fulfill the Scope of Work (SOW).
- d) Bagley-Keene Open Meeting Act—(Government Code Sections 11120-11132) regulates the public proceedings of state agencies. The intent of this Act is to ensure that the deliberations and actions of state agencies be made openly.
- e) California Public Utilities Commission (Commission/CPUC)—means any and all of the following as appropriate given the subject and context in which the term appears: The Commission acting as a deliberative body; and/or Commission employees or staff that the Commission may delegate or appoint; and/or a division or Program under the jurisdiction of the Commission.
- f) California Relay Service (CRS)—enables a person using a TTY (Teletypewriter, a device with keyboard and visual display) to communicate by phone with a person who does not use a TTY or vice-versa and other technologies that may be developed and incorporated under CRS.
- g) California Relay Service Advisory Committee (CRSAC)—advisory committee that provides recommendations to the TADDAC on CRS issues.
- h) California Telephone Access Program (CTAP)—provides telecommunication devices (specialized equipment) to certified individuals who are deaf, cognitively-, visually-, speech-, or mobility-disabled.
- i) Contact Center—The Contact Center receives phone calls from individuals inquiring about the DDTP/CTAP. The Contact Center staff evaluates the inquiries and then make appropriate referrals for home visits, arrange for information or equipment to be sent out from the warehouse to customers, refer inquiries for network services to CRS vendors or local phone companies, etc. These services will be provided under a contract with the DDTP/CTAP Equipment Processing Center vendor procured under RFP 08 PS 5799.
- j) Captioned Telephone/Enhanced VCO Service—service and specialized equipment that provides word-for-word captions of everything said by the other party in a telephone conversation. At the same time, the voice can be heard via an amplified handset.
- k) Certification—once approved, certifies that the customer is certified to receive equipment and/or services relevant to the customer's abilities. Customer must complete a "Certification Form", have it signed by a certifying agent (i.e., medical doctor,

clinical audiologist, CA School for the Deaf, Audiologist, Department of Rehabilitation Counselor, or Veterans Administration doctor) and return the form to the PPCA for approval.

- l) Customer Advisors (CA)—operate and provide services at the Service Centers. Responsibilities include approving Certification Forms, assessing customer abilities, providing program equipment to the customers, training customers on the equipment and/or services, and explaining customer responsibilities.
- m) Deaf and Disabled Telecommunications Program (DDTP)—a California State mandated program, under the governance of the CPUC and administered by the PPCA, which manages the DDTP/CTAP, CRS, and marketing contracts. The DDTP is funded by a surcharge that appears on all Californians' telephone bills.
- n) DDTP/CTAP Equipment Processing Center Vendor—service provider procured under RFP 08 PS 5799 to provide warehouse distribution, Contact Center and tracking system services for the DDTP.
- o) Direct service delivery—provide specialized telephone equipment either through in-home delivery by a Field Advisor or at a Service Center by a Customer Advisor.
- p) Equipment Processing Center (EPC)—consists of the DDTP contact center, warehouse, tracking system, and knowledge. These services are provided under RFP 08 PS 5799.
- q) Equipment Program Advisory Committee (EPAC)—provides recommendations to the TADDAC on equipment for the DDTP/CTAP.
- r) Equipment Supply and Service Request (ESSR)—document used during a Requisition Process for the procurement of DDTP goods and services as set forth in the “Administrative Manual for telecommunications Public Programs”.
- s) Field Advisor—provides home visits to customers who are unable to visit a Service Center and/or require training on equipment.
- t) Fiscal Year/Fiscal Quarter—means the year end, June 30, and each three-month (3-month) period ending September 30, December 31, March 31, and June 30.
- u) Lead Staff—Contractor's supervising staff for each technical area required to fulfill the SOW.
- v) Marketing Services Provider for DDTP—Contractor procured under this RFP, 09 PS 5831, to provide marketing and outreach services for the DDTP. Conducts marketing campaigns and outreach events in conjunction with the PPCA in accordance with guidelines and approvals set forth by the CPUC.
- w) Maximum Contract Amount—the bid amount proposed by the awardee to execute the services required under this Agreement.
- x) Media Buys—print, broadcast, or digital purchases made by the Contractor for marketing/outreach for the DDTP. Buys may be made by Advanced Purchase pursuant to the rules set forth in Exhibit B, Invoice Section, of this Contract.
- y) Primary Program and Contract Administrator (PPCA)—administers the DDTP on behalf, and under the guidance, of the CPUC. Procured under RFP 08 PS 5790.
- z) Specialized Telecommunications Equipment—provided under DDTP/CTAP to certified Deaf and disabled customers of the DDTP.

6. Tasks/Scope of Work

The Contractor hereby agrees to prepare, deliver, and/or participate in all forms of print, Web, broadcast media campaigns, and marketing and outreach activities for the purpose of generating new consumers and educating existing consumers about all aspects of the Deaf and Disabled Telecommunications Program (DDTP).

(a) Marketing Strategy, Design, and Implementation Tasks

- 1) Working with the CPUC and PPCA, develop and contribute to Annual Marketing Plans that describes an estimated four general Marketing Campaigns (four, approximately five-week long general campaigns per year) per year and related outreach activities as appropriate. The Annual Marketing Plans should outline all components of the campaigns, including but not limited to: target markets, design and messaging themes/elements, print/broadcast/Web/audio/video materials to be produced, and an implementation plan. These marketing vehicles should utilize appropriate personnel, techniques, and tools to increase public awareness of the DDTP among eligible persons who are deaf and/or disabled, as defined in Public Utilities Code Section 2881 et al, as well as other target groups such as care givers, social workers, health providers, educators, community based organizations, and other organizations serving these constituency groups.
- 2) Coordinate efforts with the CPUC, PPCA, interested community groups, DDTP consumer Advisory Committees, and other interested parties to create specialized materials with effective messaging for target groups to facilitate understanding of the DDTP that will result in an increased number of calls, inquiries, and ultimately new DDTP participants.
- 3) Work with the CPUC and PPCA to develop and implement a marketing and public relations program in California that focuses on the specific populations that current demographic data suggest have not previously had access, and/or are underserved, to the services and equipment offered under the DDTP, such as non-English speakers, seniors, youth, and/or consumers located in rural hard-to-reach areas of the State. The marketing work plan will include, but is not be limited to, language and culture specific advertising and outreach programs to heighten awareness of the DDTP among specific populations identified by demographic data as underserved, such as but not limited to the following groups: African American, Cambodian, Chinese, Filipino, Latino, ASL, Hmong, Korean, Laotian, Vietnamese, Native American, seniors, and youth.
- 4) Work with the CPUC and PPCA to design and implement approximately four (4) general market campaigns per year that are cost-effective and strategically designed to reach the target communities identified by the CPUC and PPCA. The campaigns may include, but are not limited to, print, broadcast, and digital promotional vehicles, as well as community outreach activities. Monitor and report to the CPUC and PPCA on the effectiveness, and/or failures, associated with each campaign and activity.
- 5) Each Marketing Campaign must include a specific work plan using marketing methodologies and outreach strategies that are campaign appropriate, contain a timeline for development and implementation, an estimated budget that is cost-effective and

within the constraints established by the CPUC, and identifies the benefit to the overall Program mission.

- 6) Provide deliverables such as media announcements, posters, certification forms, survey tools, and special event flyers as requested by the CPUC or its designee upon pre-approval from the CPUC Project Manager; coordinate and edit materials as required.
- 7) Work with the CPUC and PPCA as required to identify materials to be posted to the DDTP website. This requires an understanding of website “accessibility” issues given constituencies that access the website and need for compliance with CPUC and State of California website accessibility requirements and protocols.
- 8) As required by the CPUC or its designee, negotiate, purchase, and schedule appropriate air time and advertising space for the dissemination of marketing materials; detail cost data by media buy and target group per capita.
- 9) Work with the CPUC or its designee on potential development of CTAP/CRS newsletters or other media, potentially twice annually, in the languages indicated in #3 above, that target youth, seniors, disabled groups, caregivers, CBOs, and service providers.
- 10) Work with the CPUC or its designee to conduct consumer-based focus groups to gain language and culture-specific advertising behaviors/preferences regarding the usage and perceptions of specialized telecommunication needs.
- 11) Coordinate customer-observation visits to DDTP/CTAP Service Centers to evaluate customers’ interaction with Program services.
- 12) Conduct test calls to the DDTP/CTAP Contact Center and observe outreach events as required as part of assessing the effectiveness of marketing campaign tracking/reporting and the effectiveness of the marketing messages.
- 13) Identify and develop effective marketing models that promote collaboration with CBO partners that are networked with the Program’s various consumer groups. This would build on existing programs and work to provide a common focus.
- 14) Design and print the DDTP Annual Report (dates to be determined later). This is a California legislatively required report which may be produced annually which describes the overall Program highlights, accomplishments, and milestones for the past calendar year.
- 15) In conjunction with the PPCA staff who operate the DDTP/CTAP Service Centers and/or provide home visits to customers who are unable to come into Service Centers, Community Based Organizations, as well as other specialists serving the Deaf and disabled community, develop and participate in outreach events and workshops throughout the State with a special focus on those groups identified as hard to reach and/or underserved. NOTE: travel within a 100 mile radius of the Contractor’s home office, CPUC, or DDTP headquarters will not be reimbursed separately and is to be included as part of the Contractor’s hourly labor rate. Travel in excess of 100 miles will be reimbursed using travel reimbursement guidelines afforded to State employees. CPUC pre-approval will be required for out-of-state travel and in-state travel that exceeds the 100-mile limit where the Contractor is seeking reimbursement.
- 16) As with all marketing tasks, the Contractor shall acquire approval from the CPUC for any survey scripts and consumer surveys prior to dissemination to the public. The Contractor must oversee the successful implementation and testing of customer satisfaction surveys and reporting, working closely with the CPUC and its PPCA on content review and functionality. The Contractor must ensure that the survey response tracking system is

compatible with the EPC vendor customer tracking system, which will track the survey questions, responses, survey dates, and response dates. Measurement of Customer Satisfaction may include a customer satisfaction survey, digital reply report, card, or other established means of measurement, to rate the customer satisfaction level of the performance of all facets of the DDTP, including but not limited to Field Operations, Call Center, Equipment, and Marketing. The CPUC may then use the data gathered from the survey reports, cards, or other data gathering methods, in conjunction with ongoing evaluations of the Contractors' performances to establish whether the DDTP Contractors are meeting the Performance Standards (see Exhibit F) set forth in their contracts with the CPUC.

(b) Marketing Program Evaluation and Administrative Tasks

1. Incoming Marketing vendor ramp up: the incoming Marketing vendor must be able to produce the first general campaign within the first month of their contract. This could mean using the Program's previous Marketing vendor's materials.
2. Collaborate with the Program's EPC vendor on data collection so that such data can be used throughout the Contract to track marketing campaign activities, via radio, TV, newspaper, direct mail, digital, and outreach events, using concatenated source code tracking. This will supplement and update existing demographic data to track customer certification enrollment efforts, equipment distribution by demographics and disability, and the results of each marketing effort.
3. In conjunction with the CPUC and the PPCA, develop and implement valid and reliable performance measurement plans to assess the accomplishments of the Contractor's marketing efforts. This task shall be coordinated with the performance measurement work and data compiled by the DDTP/CTAP Equipment Processing Center (EPC) vendor (procured under and 08PS 5799), which will be used to analyze the successes and failures of growing the DDTP among the target demographic groups that may qualify for the DDTP but are not participating. Demographic data may be tracked by area code, zip code and/or other means.
4. Prepare reports after each campaign which: provide an analysis of the campaign's impact(s), including targeted focus of campaign; track the number of calls and inquiries; highlight the increase, if any, in enrollment numbers and areas for improvement (i.e., "lessons learned") for future campaigns; describe the successes, failures, and recommendations for improvement and/or changes in campaign methodology and structure. These reports must accompany each monthly invoice requesting reimbursement for service associated with a specific campaign.
5. Include in monthly invoices 1) raw digital files of all material produced that month (on its own CD) and an index of all graphics provided (on a CD with all back up documentation: accounting and narrative files).

6. Digitally archive and index all materials produced for DDTP and release these materials to the State or its designee upon Contract termination, or sooner if required. The CPUC will own all data, data collection tools, surveys and reports.
 7. Develop, distribute, receive, and analyze any customer satisfaction surveys. Report on findings as requested by the CPUC's Project Manager. The CPUC will own all data, data collection tools, surveys and reports.
 8. Manage any subcontractors used by the Contractor in fulfilling the tasks listed under the Scope of Work found in RFP Section I. D. to ensure timely and professional deliverables.
 9. Track Contract expenditures and balance, including any advance payments authorized for media buys, and retention owed. Prepare an invoice with supporting documentation, monthly in arrears, and submit to the PPCA, with a copy to the CPUC, for processing.
 10. Generate monthly reports which quantify Program achievements by specific campaign, marketing strategy, and expenditure of Contract dollars. Reports shall be attached to every monthly invoice submitted to the PPCA for payment by the CPUC; a detailed analysis of the monthly reports must be provided.
 11. A summary of the reports, using data gathered from January 01, 2010 through November 30, 2010 and December 01, 2010 through November 30, 2011, shall be include in the two Comprehensive Annual Status Reports due to the Director of the Communications Division or his designee two weeks before the end of each Contract year.
 12. Meet respectively with CPUC management and staff and/or its designee, the PPCA, once a month, or as requested, to make recommendations, discuss marketing campaigns and strategies, resolve disputes, and discuss other relevant DDTP matters to ensure that Program goals are met in a timely and cost effective manner. (NOTE: Mandatory meetings are at the Contractor's expense and must be factored into the hourly bid rate).
 13. Perform other tasks as required to fulfill the Scope of Work that are within the dollar amount of the signed and approved Contract.
6. **Schedule of Activities** - The Contract will be effective on or about January 01, 2010 or no later than 30 days after approval by the Department of General Services, whichever is later. The Contractor shall perform the work at its place of business and shall meet with the CPUC's Project Manager and/or Contract Manager or his/her designee at the location designated by the CPUC's Project Manager/Contract Manager according to the following work schedule. Meeting dates noted in the following schedule are only projected and actual meeting dates will be confirmed after the Contract is approved by DGS/OLS and as the SOW progresses. Additional meetings may be required beyond what is explicitly outlined in the Contract, within the adopted SOW. **NOTE:** As this is only a sample schedule, the actual schedule is to be completed using bidder's Work Plan and CD/PPCA's input relevant to Program needs, status, and Contract dollars for this Agreement.

	Tasks	Days	Dates	Revised
1st Quarter 2010				
Deliverables: (a) Annual Marketing Plan #1; (b) Marketing Campaign #1 (Designs & Implementation); (c) Marketing Data Collection System; (d) Preliminary Campaign #2 Plans; (e) Monthly Invoices/Reports; (f) Quarterly Status Report				
1	Kick-Off Meeting at CPUC with CD management and staff and PPCA staff to initiate the project, as well as discuss the Annual Marketing Plan #1 and Marketing Campaign #1 deliverables.	2 Days	12/01/09-12/02/09	
2	Program and subcontractor staff oversight	Ongoing		
3	Contractor works with PPCA on first draft of Annual Marketing Plan #1 that outlines approximately four Marketing Campaign themes and implementation tactics.	1 Week	12/07/09-12/14/09	
4	Contractor program management and administrative support.	Ongoing		
5	Meet with CD/PPCA to discuss marketing efforts underway	2 Days	12/09/09 – 12/10/09	
6	Update database application; website development/updates	Quarterly	12/11/09	
7	Design Marketing Campaign #1 targeted towards the population group(s) outlined in the SOW; present initial designs/drafts; prepare 2 nd draft incorporating comments on first iteration.	1 week	12/14/09 – 12/21/09	
8	Strategy and planning sessions with Contact Center vendor, CD, and PPCA staff	Ongoing (monthly)		
9	Prepare and submit second draft to CD and PPCA for review/edits for Campaign #1	5 Days	01/04/10-01/08/10	
10	Finalize Campaign #1; buy appropriate media time/space; prepare printed and other materials, organize outreach events	1 Week	01/11/10-01/18/10	
11	Implement Marketing Campaign #1	Two approximately 5-week long campaigns in 2 geographical areas for a total of 10 weeks of exposure	01/18/10 – 02/19/10 & 02/22/10 – 03/26/10	

	Tasks	Days	Dates	Revised
12	1st Comprehensive Annual Status Report due to CD and PPCA submit with 01/01/11 invoice		12/15/10	
13	Begin research to develop a data collection system to track tasks listed under SOW including update of DDTP demographics	2 weeks	02/01/09-02/15/10	
14	Prepare Quarterly Status Reports summarizing program growth, success/failures of first campaign; submit with June 1, 2010 invoice.	6 weeks	04/12/10-05/28/10	
15	Meet with CD and PPCA to outline Campaign #2 for Summer Quarter release	2 Days	03/02/10-03/03/10	
16	Begin development of 2 nd Marketing Campaign	1 week	03/04/10-03/11/10	
17	Meet with CD/PPCA to discuss marketing efforts underway	2 Days	04/05/10-04/06/10	
18	Present Campaign #2 drafts/designs to CD/PPCA		04/06/10	
19	Prepare and submit second draft to CD and PPCA for review/edits Marketing Campaign #2	2 days	04/07/10 – 04/09/10	
20	Finalize Campaign #2; buy appropriate media time/space; prepare printed and other materials, organize outreach events	1 Week	04/12/10 – 04/16/10	
21	Implement Campaign #2	Two approximately 5-week long campaigns in 2 geographical areas for a total of 10 weeks of exposure	04/19/10 – 05/21/10 & 05/24/10 – 06/25/10	
22	Prepare summary report of Campaign #2; submit with 09/10/10 invoice	6 weeks	07/09/10 – 08/30/10	
23	Begin Campaign #3 development	1 week	05/31/10 – 06/07/10	
<i>Follow sample for each Quarter throughout the Term of the Agreement</i>				
	<u>Projected 2010 Campaigns: #1 (Q3) – 01/18 to 03/26; #2 (Q4) – 04/19 to 06/25; #3 (Q1) – 07/12 to 09/17; and #4 (Q2) – 10/04 to 12/10</u>			

The Contractor's Work Plan proposal will be incorporated into the final schedule after modification, if any, by CD/PPCA to achieve DDTP target goals. The Contractor will obtain prior written approval from the CPUC's Project Manager and/or Contract Manager for any changes, other than those initiated by CD/PPCA, to the above work schedule unless changes are due to cancellation of meetings or inability to obtain approvals on work items that affect the Work Plan timelines, in which case Contractor will request changes after analyzing impact on work schedule.

8. Required Reports and Report Format

The Contractor shall submit a written summary report with each invoice submittal, monthly in arrears, and will work in cooperation with the CPUC's Project Manager in developing a report format that will be acceptable to the CPUC's Project Manager and PPCA. The report must include, but is not limited to, those items listed in the SOW, as well as items specific to each of the various campaigns such as increase in enrollment numbers (depicted as percentage of Program growth), successes/failures of marketing methodologies used, and recommendations for improvements in Marketing/Outreach activities.

Track and report the following to the CPUC's Director of the Communications Division (CD) and the PPCA:

A. MONTHLY/QUARTERLY

- 1) Marketing campaign development status summary.
- 2) Callers to Contact Center resulting from marketing campaigns or special projects, by target group(s) including comparison of monthly Contact Center activity to pre-set monthly target goals by market strategies, target population, area and media source.
- 3) Number of end-users targeted and responsive to current marketing activities, including Program percentage growth, by target group, and by outreach effort and cost. (QUARTERLY only)
- 4) Number of new equipment and/or CRS customers and the marketing/outreach method that motivated their participation. (QUARTERLY only)
- 5) Detailed costs for campaign and outreach methods overall and by target group per capita.
- 6) Cost and breakdown of reimbursable expenses, including copies of pre-approved estimates.
- 7) Cost of any media purchases and/or direct mail advances received including copies of pre-approved estimates.
- 8) Activities of subcontractors, if any.
- 9) Activities of community organizations that may have participated in marketing campaigns.
- 10) Progress and efficiency of marketing/outreach strategies with specific market segments. (QUARTERLY only)
- 11) Identification of problems encountered, as well as resolutions and/or recommended actions for Program improvement.

C. ANNUALLY (with Comprehensive Annual Status Reports two weeks before the end of each Contract year respectively)

- 1) Summarize all key data contained in Monthly and Quarterly Status Reports. Include final yearly recommendations for Program growth overall among targeted groups, suggested changes in marketing strategies, problems encountered, and resolutions.
- 2) Cost data, by target group or demographics, of each campaign/outreach effort by methods used, Contract budget expended and remaining, including retention owed.
- 3) In first Comprehensive Annual Status Report, provide recommendations for Campaigns to be held FY 10-11. This information will be incorporated into the Annual Marketing Plans.

D. FINAL REPORT

- 1) Due to the Director of CD or designee and PPCA on December 15, 2011;
- 2) Overall costs per campaign element and per target group; include Program growth;
- 3) Major accomplishments and/or failures in achieving Program growth;
- 4) Substantiating data;
- 5) Representative anecdotes and case studies; and
- 6) Information, challenges, problems, and recommendations for improvement.

Based on the information gathered above, the Contractor shall analyze campaign strategies for FY 10-11 and provide a report on its analysis to the CPUC's Project Manager and PPCA, and adjust the campaign accordingly to attain the CPUC's goal of increased awareness and participation in CRS and/or DDTP/CTAP for FY 11-12 and beyond.

Contractor's name shall appear only on the cover and title page of reports and summaries. Covers and title pages shall read as follows:

CPUC, Contract 09 PS 5831
Marketing Report, December 15, 2010 (December 01, 2011)
Prepared for the
California Public Utilities Commission
By: _____

9. Report Delivery

The Comprehensive Annual Status Reports are to be delivered to the Director of the Communications Division or designee at the following address: CPUC, 505 Van Ness Avenue, San Francisco, CA 94102, or other location designated by the CPUC. The Contractor will also provide a copy of all reports resulting from this Agreement to the PPCA, 505 14th Street #400, Oakland, CA 94612.

10. Approval of Submittals

All submittals, reports, monthly invoice packages, and other communications except Comprehensive Annual Status Reports are to be delivered to the CPUC's Project Manager at the CPUC address indicated in Paragraph 9, as well as the PPCA at the address shown in Paragraph 9.

EXHIBIT B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- a) During the Term of this Agreement (e.g., from January 01, 2010 through December 31, 2011), for services satisfactorily rendered, and upon receipt and approval of invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached and made part of this Agreement. Reimbursement shall not exceed \$_____ including all monies reimbursed for Advanced Payment of Media Buys and allowable travel expenses.

- b) Invoices shall be submitted, monthly in arrears, with three copies to the PPCA at:

Deaf and Disabled Telecommunications Program/PPCA

Attn: Marketing Department Manager

505 14th Street, #400

Oakland, CA 94612

And one copy to the CPUC at:

California Public Utilities Commission, Communications Division

Attn: Sue Wong

505 Van Ness Avenue

San Francisco, CA 94102

Invoices shall be subject to the verification and approval by the CPUC's Project Manager or designee. Each invoice shall contain the Contractor's name, Contract number, Federal Tax ID number, PCA number, work order and/or project name, and the amount claimed for each task, including hours for each SOW and hourly rate for each classification of labor performed, 10% retention withheld, the total amount of the invoice including approved travel related expenses, and Contract and retention balance to date. Invoices must include required attached monthly reports.

- c) Advanced Payments—Upon approval of the Contractor's project estimate by the CPUC's Project Manager, the Contractor shall provide the PPCA an invoice for the requested advanced funds. The PPCA shall prepare a voucher package and submit four copies to the CPUC Project Manager for payment. Once the media campaign or other purchases have been run and/or completed, the Contractor will submit a reconciling invoice to the CPUC documenting all costs including any unspent funds remaining from the advance. Any credits shall be deducted from the Contractor's

future request for advanced funds. If any credit remains at the expiration of the Agreement, the Contractor shall pay the CPUC the full credit amount within 10 days of the Agreement's termination date.

- d) Travel and other Expenses—Travel and meeting expenses are included in the adopted budget. If any specialized and unplanned travel is approved and required by the CPUC, the contractor shall be reimbursed according to the 100-mile radius rule which states that all travel time and expenses within 100 miles of the Contractor's headquarters shall be paid as part of the Contractor's hourly rate for labor. Travel time and expenses in excess of 100 miles from the Contractor's office, CPUC, or DDTP headquarters shall be reimbursed pursuant to the guidelines set forth for State employees. Reimbursement must be claimed on an STD Form 262, Travel Expense Claim (TEC) form, and must contain an original signature and all supporting documentation. Any airfare will be arranged by a CPUC staff person and shall not be submitted on a TEC. Allowable travel expenses are included in the total dollar amount encumbered for this Agreement, which has been approved by the Department of General Services, Office of Legal Services (DGS/OLS). Travel beyond 100 miles is subject to CPUC pre-approval.

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 DDTP, this Agreement shall be of no further force and effect. In such an event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this Agreement.
- b) If the funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Amendment to the 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.

4. Progress Payments:

10 percent (10%) shall be withheld from each submitted invoice to be applied only to the hourly rate for labor. Upon satisfactory completion of all tasks as documented on a completed Contractor's Evaluation Form, STD Form 4, including submittal of the required Comprehensive Annual Status Reports due to the CPUC two weeks before the end of each Contract year, the 10% retention amount shall be calculated by the Contractor, added to the Contractor's final invoice, and shall be reimbursed by the CPUC if all contractual requirements have been met.

EXHIBIT C
GENERAL TERMS AND CONDITIONS (GTC 307)

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for

employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a). The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

CCC-307**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>	

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. **NATIONAL LABOR RELATIONS BOARD CERTIFICATION:** Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been

issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO

REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. 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 (Pub. 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.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the

State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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 tax 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, the Contractor shall file a "Notice of Dispute" with the California Public Utilities Commission Executive Director or designee within ten (10) days of discovery of the problem. Within ten (10) days, the Executive Director or designee shall meet with the Contractor and the Project Manager for the purposes of resolving the dispute. The decision of the Executive Director or 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 the Contractor Evaluation Form (STD 4), and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to DGS/OLS if it is negative and over \$5,000.
4. Potential Subcontractors—Nothing contained in this Agreement or otherwise, shall create any contractual relationship between the State and any subcontractors and no subcontract shall relieve the Contractor of its 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 monies to any subcontractor.
5. Conflict of Interest—In addition to the conflict limitations set forth under CCC-307, the Contractor may not provide any other goods and services on behalf of the CPUC for the DDTP during the Term of this Agreement

Exhibit E Additional Provisions

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 agency.
2. Subcontracts—The 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 such subcontract, 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 to 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 its subcontractors. Failure of a subcontractor to perform for any reason shall not relieve the Contractor of the responsibility for competent and timely performance of duties under this Contract. Commission staff will not deal with subcontractors except through the Contractor's Project Manager. All requests for changes of work within this Contract shall be in writing between the Project Manager for the Commission and the Project Manager for the Contractor. Changes that do not require a formal Amendment to this Agreement may be issued by the Director of the Communications Division, or his designee, using a Letter of Instruction.
4. Commission Staff—Commission staff will be permitted to work side by side with the 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 the Contractor may seek to utilize.
5. Use of State Personnel—Contractor will not be permitted to use State personnel for the performance of services that are the responsibility of the 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 change will be made to the Contractor for the services of State employees performing coordination or monitoring functions.
6. Change 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, the scope, as well as all other terms may be altered only by formal amendment of this Contract which may be subject to approval by DGS/OLS.
7. Change of Personnel—The Contractor and subcontractor's key personnel, as indicated in attached resumes, may not be substituted without the Commission's Project Manager prior written approval.
8. Ownership of Data—Data, including all Marketing and Outreach materials, developed for this Contract shall be 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/marketing materials which have become part of the public record of the State, as directed in Paragraph 9, below.

9. Confidentiality of Data/Nondisclosure Agreement—The Contractor ("Signatory"), by signing this Agreement agrees to perform the tasks 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 (PUC) Section 583 and General Order (GO) 66-C. The Signatory understands that these legal provisions generally preclude public disclosure of information obtained in confidence except during the course of public hearing or with the permission of the Commission.

The Signatory acknowledges that it has received a copy of the PUC Code Section 583 and GO 66-C and agrees to be subject to, and be fully compliant 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 PUC 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 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, PUC Code 583 and GO 66-C to all who will be performing tasks under this Agreement; and 2) inform those working under this Agreement that they are subject to these legal provisions and must comply with the Confidentiality of Data Agreement/Nondisclosure Section.

Ninety (90) days after any document submitted has become part of the public records of the State, the 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 it has formally been approved by the Commission at a public meeting. For information regarding any such action, communicate directly with the Commission at 505 Van Ness Ave, San Francisco, CA 94102. Neither the Commission nor the State of California, nor any officer, employee, or any of its contractors or subcontractor 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 (5) days notice in writing to the Contractor.
11. Termination at State's Option—The State may, at its option, terminate this Contract, with or without cause, at any time upon giving 30 days notice in writing to the Contractor. In such an event, Contractor agrees to use all reasonable efforts to mitigate its expenses and obligations hereunder. In such event, State shall pay the Contractor for all satisfactory services rendered prior to such notice of termination and for all expenses incurred by the Contractor prior to said termination which are not included in charges for services rendered prior to termination and which could not by reasonable efforts of the 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 legal remedies, terminate this Contract upon five (5) 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 the State to enforce at any time the provisions of this Agreement, or to require at any time the performance by the 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 the 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 the Contractor to proceed under this Contract if it is found, after notice and hearing by the State or by the Executive Director of the CPUC or a 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), above, the State shall be entitled to 1) pursue the same remedies against the Contractor as it could pursue in the event of the breach of Contract by the Contractor, and 2) 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 (3) nor more than ten

(10) times the cost incurred by the Contractor in providing any such gratuities to any such office or employee. The rights and remedies of the 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 adversely impact the Contractor's performance and/or create a fiduciary conflict during the Term of this Agreement. The Contractor shall 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.

EXHIBIT F

PERFORMANCE STANDARDS

Achievement of the Performance Standards set forth below ensures that the Contractor for DDTP will receive the full amount withheld as Retention in conjunction with the final submitted invoices due at the end of the first and second contract year respectively. If the Performance Standards goals are not wholly achieved, a fixed percentage shall be retained by the CPUC.

- 1) Performance Standard 1: Timely delivery of all materials required for each Campaign or other assigned projects. Materials will be developed by the Contractor in response to the specific Campaign or project target(s) as developed by the Contractor in conjunction with, and under the direction of the CPUC or its designee, the Primary Program and Contract Administration (PPCA) vendor pursuant to the approval of the CPUC's Project Manager. Delivery must occur on the established due date. A one percent (1%) penalty will be assessed for every week that delivery is delayed unless the delay is the result in a change of the Campaign or project by the CPUC and/or PPCA and is not the result of the Contractor's failure to perform in a timely manner. The 1% shall be deducted from the invoice submitted in association with the specific Campaigns hourly rate and deliverables.
- 2) Performance Standard 2: The Marketing Services Provider has been charged with working collaboratively with the CPUC and the DDTP administrative contractor (PPCA) in attaining at least five percent (5%) annual growth in the DDTP. The 5% growth will be measured by computing the net gain of the combination of correctly completed returned Certification Forms, equipment distributed, and new consumers, minus attrition. As marketing/outreach are critical components for achieving program growth, the Contractor will be penalized a matching percentage of retention for every percentage less than the 5% annual growth. The percentage deduction will be taken from the amount billed by the Contractor for retention reimbursement billed at the end of the first and second contract year respectively. Although the official performance standard is 5%, the Contractor is urged to strive for ten percent (10%) annual program growth.

**EXHIBIT G:
BIDDERS COST SHEET; HOURLY RATES**

Attached

(Resumes and Bidder's Proposal are hereby incorporated by reference)

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**EXHIBIT H
SAMPLE INVOICE:**

Contractor Name/Contract #:Invoice Number:Date Submitted:Invoice Period:Campaign Title (if applicable):Description of Work:Amount Billed:Amount Retained:Amount Due to Contractor:Contract Balance:

Labor & Expenses	Description	Hours	\$ Hourly Rate	Dollar Amount
[insert labor category]				
[insert labor category]				
[insert labor category]				
				\$Total
Media Purchases (preapproved)		n/a	Actual Cost	\$
Other Expenses (preapproved)		n/a	Actual Cost	\$
				\$Total
BALANCE DUE				\$

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EXHIBIT I
PAYEE DATA RECORD

Question and Answers for Bid #09PS5831 - DDPT Marketing Services Provider

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

Question Deadline: Sep 14, 2009 5:00:00 PM PDT