

REQUEST FOR PROPOSALS

RISK ANALYSIS FOR ENERGY COMMISSION FACILITY AND OPERATIONS



RFP #600-06-603
State of California
California Energy Commission
January 31, 2007

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- 3 Contractor Certification Clauses
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- 6 Target Area Contract Preference Act (TACPA) Request
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I. Introduction

BACKGROUND SUMMARY

California is subject to many different types of disasters and emergencies. It is critical that the Energy Commission plan for and be prepared to continue to provide essential services throughout any type of emergency response and recovery. In order to ensure continuity of essential state functions, Governor Schwarzenegger signed Executive Order S-04-06 on April 18, 2006, directing all state agencies to update their Continuity of Operations and Continuity of Government (COOP/COG) plans consistent with the guidelines established by California's Office of Emergency Services.

PURPOSE OF THIS RFP

The purpose of this Request for Proposals (RFP) is to select a contractor that will provide a risk analysis study to identify threats to the Energy Commission facility and its operations. The risk analysis will identify and rank the most likely threats to the Energy Commission, analyze the related vulnerabilities of the organization to these threats, and develop likely scenarios that could result in the activation of the Energy Commission's Continuity of Operations plan.

HOW THIS RFP IS ORGANIZED

This Request for Proposals (RFP) is organized into the following six sections:

Section I	Introduction
Section II	Background
Section III	Scope of Work
Section IV	Proposal Format and Required Documents
Section V	Administration
Section VI	Evaluation

FUNDING AVAILABILITY

There is up to \$150,000.00 available for the contract resulting from this RFP. Funding for this contract comes from fiscal years (FY) 2006-2007 and shall be subject to the appropriation and availability for that purpose in the FY 2006-2007 Governor's Budget. In the event funds are not available, the Energy Commission shall have no further liability with regard to the agreement.

The Energy Commission reserves the right to reduce the amount of the FY 2006-2007 funding to an amount deemed appropriate in the event the budgeted funds do not provide full funding of Energy Commission contracts. In this event, the contractor and the Energy Commission Contract Manager shall meet and reach agreement on a reduced scope of work commensurate with the level of available funding.

HOW TO RESPOND TO THIS RFP

Responses to this solicitation shall be in the form of a Technical and Cost Proposal according to the format described in Section IV. The Technical Proposal shall document the Bidder's experience, qualifications, project organization and approach to perform the tasks described in

I. INTRODUCTION, CONTINUED

the Scope of Work found in Section III., and the Cost Proposal shall detail the Bidder's budget to perform such tasks.

KEY ACTIVITIES AND DATES

Key activities and times for this RFP are presented below. This is a tentative schedule, please call the Contracts Office to confirm dates.

ACTIVITY	ACTION DATE
RFP Release	February 8, 2007
Deadline for Written Questions	February 26, 2007
Pre-Bid Conference	February 26, 2007
Distribute Questions/Answers and Addenda (if any) to RFP	March 20, 2007
Deadline to Submit Proposals	April 9, 2007
Notice of Proposed Award	April 26, 2007
Commission Business Meeting	June 6, 2007
Contract Start Date	June 30, 2007
Contract Termination Date	October 31, 2008

HOW TO OBTAIN FURTHER INFORMATION

A Pre-Bid Conference will be held to answer questions. Please call (916) 654-5186 to confirm the time and date. Bidders are encouraged to attend this informational meeting:

Tuesday, February 26, 2007, 10:00 a.m.
California Energy Commission
1516 Ninth Street, Hearing Room B
Sacramento, California 95814

Potential Bidders may ask questions about the requirements of this RFP. Bidders must prepare their questions in writing and send or FAX them to the Contact Person (see Whom To Contact). At the option of the Commission, questions may be answered orally at the Pre-Bid Conference or in writing. All questions will be answered in writing and will be distributed to recipients of this RFP sometime after the Pre-Bid Conference and posted on the Commission's Web Site at www.energy.ca.gov. Deadline for written questions is February 26, 2007, by 5:00 p.m.

I. INTRODUCTION, CONTINUED

WHOM TO CONTACT

Questions or clarifications about this RFP should be directed to:

SANDRA BARNETT, CONTRACT OFFICER
California Energy Commission
1516 Ninth Street, MS-18
Sacramento, California 95814
sbarnett@energy.state.ca.us
Telephone: (916) 654-5186
FAX: (916) 654-4423

This RFP is available through the Energy Commission's Website at:
www.energy.ca.gov/contracts, or the Department of General Services Web site at:
www.pd.dgs.ca.gov.us. Copies may be obtained by writing or calling:

California Energy Commission
1516 Ninth Street, MS-18
Sacramento, California 95814
Telephone: (916) 654-4392
FAX: (916) 654-4423

Verbal Communication

Any verbal communication with a Commission employee concerning this RFP is not binding on the State or the Commission and shall in no way alter a specification, term, or condition of the RFP.

RESPONSIBILITIES FOR SUBMITTING A PROPOSAL

Bidders must take the responsibility to:

- Carefully read this entire RFP
- Ask the appropriate questions in a timely manner
- Submit all required responses in a complete manner by the required date and time
- Make sure that all procedures and requirements of the RFP are followed and appropriately addressed
- Carefully reread the entire RFP before submitting a proposal.

II. Background

DESCRIPTION OF THE NEEDED EFFORT

As part of this effort to update the Energy Commission's COOP/COG plan, staff identified a need for a risk analysis to identify threats to Energy Commission facilities and operations. A risk analysis involves identifying the most probable threats to an organization and analyzing the related vulnerabilities of the organization to these threats. Potential threats may be classified as natural (e.g. flood), technical (e.g. power failure), or human (e.g. terrorism). Based on the results of this risk analysis, scenarios can be developed to determine what would allow Energy Commission employees to report to work as usual, stay home and telecommute, or report to an alternate location.

The results of this study will provide the foundation for developing a thorough COOP/COG plan to minimize disruptions of critical functions and enhance the capability to recover operations expediently and successfully. Although the exact nature of potential disasters or their resulting consequences are difficult to determine, it is beneficial to perform a comprehensive risk assessment of all threats that can realistically occur to the organization. Regardless of the type of threat, the primary objective of this plan is to protect the Energy Commission in the event that all or part of its operations and support functions are impaired.

III. Scope of Work and Deliverables

ABOUT THIS SECTION

This section describes the contract scope of work including the tasks the winning Bidder ("Contractor") will be asked to perform under the direction of the Commission Contract Manager.

TASK 1: DETERMINE EVENT PROBABILITIES

Contractor will provide a list of potential threats to the Energy Commission facility and its operations, and calculate the relative probability of each threat. Items to consider in determining the probability of a specific disaster should include, but not be limited to: geographic location, topography of the area, proximity to major sources of power, bodies of water and airports, degree of accessibility to facilities within the organization, history of local utility companies in providing uninterrupted services, history of the area's susceptibility to natural threats, and the proximity of major highways which transport hazardous waste and combustible products. Potential exposures will be classified as natural, technical, or human threats. Examples may include, but are not necessarily limited to:

- Natural threats: flood, fire, seismic activity, high winds, snow and ice storms, volcanic eruptions, tornado, hurricane, epidemic, tidal wave, and typhoon.
- Technical threats: power failure/fluctuation; heating, ventilation or air conditioning failure, malfunction of the computer network, failure of system software, failure of application software, telecommunications failure, gas leaks, communications failure, and nuclear fallout.
- Human Threats: robbery, bomb threats, embezzlement, extortion, burglary, vandalism, terrorism, civil disorder, chemical spill, sabotage, explosion, war, biological contamination, radiation contamination, hazardous waste, vehicle crash, airport proximity, work stoppage, computer crime, and pandemic.

Rather than attempting to determine exact probabilities of each disaster, a general relational rating system of high, medium and low could be used initially to identify the probability of the threat occurring. The following rating system is provided as an example only.

PROBABILITY POINTS

High – 3
Medium – 2
Low - 1

III. SCOPE OF WORK AND DELIVERABLES, CONTINUED

TASK 2: DETERMINE EVENT IMPACTS

For each of the potential threats identified in Task 1, the contractor will determine the impact of each on various functions within the organization. These functions should include, but not necessarily be limited to:

- **Essential (emergency) Functions:** Essential functions are those that must function during the emergency as part of the disaster response activities.
- **Critical Support Functions:** Critical Support functions are those that are needed to support the ongoing emergency and key functions. For example, computers and payroll.
- **Key (non-emergency) Program Functions:** Are those programs that might result in significant consequences if delayed. For example, those programs with legal or legislative deadlines (such as power plant siting).

A numeric rating system could be used to identify the impact of each event on the various types of functions at the Energy Commission. The following rating system is provided as an example only.

0 = No impact or interruption in operations

1 = Noticeable impact, interruption in operations for up to 8 hours.

2 = Damage to equipment and/or facilities, interruption in operations for 8-48 hours.

3 = Major damage to the equipment and/or facilities, interruption in operations for more than 48 hours. All main office and/or computer center functions must be relocated.

Factors to consider in determining the impact of particular events may include, but not necessarily be limited to:

- ✓ Frequency of particular types of disasters (often versus seldom).
- ✓ Speed of onset of the disaster (sudden versus gradual).
- ✓ Amount of forewarning associated with the disaster.
- ✓ The duration of the disaster.
- ✓ Whether vital records could be expected to be destroyed.
- ✓ Identifying other possible consequences of a disaster, such as personnel availability, personal injuries, loss of operating capability, loss of assets, facility damage.

The contractor must list any assumptions that may be necessary to uniformly apply ratings to each potential threat. Following are typical assumptions that must be used during the risk assessment process:

- Although impact ratings could differ given a specific set of circumstances, ratings applied should reflect anticipated, likely, or expected impact on each area.

III. SCOPE OF WORK AND DELIVERABLES, CONTINUED

- Although one potential threat could lead to another potential threat (i.e. gas leaks could lead to fire), no domino effect should be assumed.

TASK 3: CALCULATE RISK RATINGS

The contractor will prepare a table or other graphic representation of the final risk ratings for each type of event examined. To measure the potential risks, a weighted point rating system could be used. To obtain a weighted risk rating, probability points should be multiplied by the impact rating. For example, if the probability of hurricanes is high (3 points) and the impact rating to a facility is major (3 points), then the weighted risk factor is 9 (3 x 3). Based on this rating method, threats that pose the greatest risk can be identified.

TASK 4: DEVELOP SCENARIOS

For each of the events examined in Tasks 1 to 3, determine the most likely scenario that could result for Energy Commission employees:

- ✓ Report to work as usual.
- ✓ Stay home and telecommute.
- ✓ Stay home (no work required).
- ✓ Report to alternate work location.

Such scenarios could be developed based on (but not necessarily limited to) the following criteria:

- Employee Responsibilities: For example, during an external flood event, those employees involved in emergency response may be asked to report to an alternate facility, critical support staff may be asked to telecommute, while other staff may be instructed to stay home and not be required to work until notified.
- Event Duration: For example, in a short-term, low risk event such as a power failure, all employees could be instructed to simply go home and report to work the next day as usual.
- Employee Safety: Impassable or unsafe road conditions after an earthquake, for example, could dictate that employees stay home and telecommute if possible.

TASK 5: MONTHLY PROGRESS REPORTS

In order for the Commission Contract Manager to verify that satisfactory and continued progress is made towards achieving the research objectives of this Agreement, Contractor shall prepare monthly progress reports that summarize all activities conducted by the Contractor for the reporting period, including an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns.

III. SCOPE OF WORK AND DELIVERABLES, CONTINUED

TASK 6: FINAL REPORT

Contractor will write a draft final report that will include a detailed description of the work performed in Tasks 1 through 4. The report will document the assumptions and methodology used for developing the products for each task, including an explanation of the ratings given. The report will include an Executive Summary providing a clear and concise explanation of the results of the study. The Commission Contract Manager will review the draft final report, provide comments, and request changes as needed. The contractor will then revise the draft report and submit a Final Report as directed by the Commission Contract Manager.

DELIVERABLES AND DUE DATES

Task	Deliverable	Due Date
1	Event Probabilities List	November 1, 2007
2	Event Impact List	February 1, 2007
3	Risk Rating List	April 1, 2008
4	Scenarios	July 1, 2008
5	Monthly Progress Reports	Monthly throughout contract
6	Final Report Draft	August 1, 2008
6	Final Report	September 15, 2008

IV. Proposal Format and Required Documents

ABOUT THIS SECTION

This section contains the detailed technical and mandatory Proposal format requirements. The format is prescribed to enable the State to evaluate each proposal uniformly and fairly. Format instructions must be adhered to, all requirements and questions in the RFP must be responded to, and all requested data must be supplied.

REQUIRED FORMAT OF PROPOSALS

Volume 1

The following topics constitute the mandatory order of presentation for a Proposal. Two-sided copying is preferred:

Section 1—Administrative Response

- Cover Letter
- Table of Contents
- Required Administrative Forms
 - ☒ Contractor Status Form
 - ☒ Small Business Preference Certification letter (if applicable)
 - ☒ Completed Disabled Veteran Business Enterprise forms
 - ☒ Certification Clauses Package
 - ☒ Target Area Contract Preference Act (if applicable)
 - ☒ Enterprise Zone Act (if applicable)
 - ☒ Local Agency Military Base Recovery Act (if applicable)
 - ☒ Confidentiality Statement

Section 2—Technical Response

- Details of Approach to Tasks in Scope of Work
- Team Qualifications and Relationships
- Team Member Experience and Capabilities
- Team Organizational Chart
- Prime Contractor Experience
- Personnel Experience and Qualifications (including resumes)
- Previous Work Products
- References
- Exhibit B-2, Schedule of Deliverables and Due Dates

Volume 2 – Cost (Sealed Separately)

- Cost Summary Letter
- General Requirements
- Exhibit B-1, Contract Task Budget Summary
- Exhibit B-2, Schedule of Deliverables and Due Dates
- Exhibit B-3, Contractor Fee Calculation

IV. PROPOSAL FORMAT AND REQUIRED DOCUMENTS, CONTINUED

- Exhibit B-4, Labor by Task
- Exhibit B-5, Travel, Equipment, Materials, and Misc. List

VOLUME 1 – SECTION 1, ADMINISTRATIVE RESPONSE

COVER LETTER

Each Bidder shall submit a cover letter on company letterhead that includes:

- A reference to: “REQUEST FOR PROPOSAL, No. 600-06-603”;
- Summary of the Bidder’s ability to perform the services described in the Scope of Work; and,
- Statement that the Bidder is willing to perform those services and enter into a contract with the State.

The cover letter must be signed by a person having the authority to commit the Bidder to a contract. If the Bidder claims a Small Business Preference, a statement to that effect shall also be included in the cover letter.

TABLE OF CONTENTS

Each Proposal must include a Table of Contents, organized in the order cited above and include corresponding page numbers.

REQUIRED ADMINISTRATIVE FORMS

Every Bidder must complete and include the following forms with their proposal:

- Contractor Status Form, Attachment 1
- Small Business/Disabled Veteran Business Enterprise Application, Attachment 2.1

When claiming a small-business preference, the Bidder may include a copy of the approved certification letter or application for certification. Government Code Section 14835, et seq., requires that a five-percent preference be given to Bidders who qualify as a small business.

- Disabled Veteran Business Enterprise (DVBE) forms in Attachment 2.2. (Bidders who are government entities are exempt from this requirement).
- Contractor Certification Clauses, Attachment 3
- Target Area Contract Preference Act (if applicable), Attachment 6
- Enterprise Zone Act (if applicable), Attachment 7
- Local Agency Military Base Recovery Act (if applicable), Attachment 8

IV. PROPOSAL FORMAT AND REQUIRED DOCUMENTS, CONTINUED

VOLUME 1 – SECTION 2, TECHNICAL RESPONSE

Volume 1, Section 2, shall detail the Bidder's overall approach in completing the tasks outlined in the Scope of Work, highlighting any outstanding features and qualifications relevant to performing the required work.

The information in this Section will be used to evaluate your company's approach to the Scope of Work. As specified, you will be required to identify the specific technical staff, the word processing technicians, and the administrative staff who will be directly involved in the contract management task. Exclude anyone whose responsibilities are minimally or indirectly associated with the contract, e.g., the receptionist, the mail room clerk or the security guard.

SUMMARY OF APPROACH TO SCOPE OF WORK TASKS

Describe the Bidder's approach to providing services listed in the Scope of Work, highlighting any outstanding features, qualifications and experience relevant to performing the duties described in the Scope of Work.

TEAM QUALIFICATIONS AND RELATIONSHIPS

Identify and describe the prime contractor (organization/company) and describe each team member, including all subcontractors (DVBES, if applicable), highlighting any special expertise that will be utilized in achieving the project objectives outlined in the Scope of Work. Describe the strengths of your organization including accomplishments and past outreach efforts relevant to this project.

TEAM MEMBER EXPERIENCE AND CAPABILITIES

Describe all technical and professional staff members that will be assigned to this project. Clearly define those team members that will work on each task area outlined in the Scope of Work. Indicate how all team members are qualified to perform the proposed work, showing previous relevant work. Provide the title or classification of each significant team member as it applies to this project, and specify his/her roles and functions that will be utilized for this project. Provide resumes for each team member who will be working on this project including current job classification, education, professional experience, and areas of responsibility in each member's organization. List the availability of each individual by person hours and percentage of time that person will be assigned to each task.

Give examples of each company's experience in performing work within the past 48 months in each of the task areas listed in response to the paragraph above. Explain the relevance of this prior work to the Scope of Work and the proposed contract.

Describe how your team's expertise will be used to provide the technical support for the work described in this RFP highlighting any special expertise that will be utilized in achieving the project objectives outlined in the Scope of Work.

IV. PROPOSAL FORMAT AND REQUIRED DOCUMENTS, CONTINUED

TEAM ORGANIZATIONAL CHART

Provide an organizational chart that shows the Contractor and team members and the relationships within each firm/company (including subcontractor and DVBE companies). Identify the primary persons responsible for the interface between the Prime Contractor and the Commission, and between each proposed subcontractor and the Prime Contractor. Explain the relationship of each technical staff to the organization of the rest of your company. Describe reliability, continuity, professional awards, location of the Bidder, and sub-contractors, including DVBE's.

Include type of organization, composition, functions to be performed by employees of the Bidder, subcontractors or DVBE's and how they pertain to this contract.

Most of the work will involve coordination with the Commission's Sacramento Office. Describe where your company staff and each subcontractor's staff will be headquartered. Describe how you propose to minimize costs to the State while providing technical work under this contract.

PRIME CONTRACTOR EXPERIENCE

Describe the Contractor's experience as a lead, or general within the past 48 months and explain why your firm is qualified to perform the duties as outlined in Task 1 of the Scope of Work.

Identify the individual who will oversee and manage the proposed project. Explain how the project manager has demonstrated capabilities to manage the work proposed, providing at least one example of a similar project managed by that individual.

The Commission seeks to hire Contractor(s) with particular strengths (experience, knowledge and skills) in the following task areas:

Task 1

Determining Event Probabilities

Task 2

Determining Event Impacts

Task 3

Calculating Risk Ratings

Task 4

Developing Scenarios

IV. PROPOSAL FORMAT AND REQUIRED DOCUMENTS, CONTINUED

TIMELINESS

Bidders shall describe their ability to support contract requirements in a timely manner. This includes showing how the Contractor will ensure efficient and timely completion of work tasks.

Unless it is clearly demonstrated to have no adverse effect on the cost to the state in terms of efficiency or additional expense, work incurred outside of California will result in a lower score for this category. Also describe the Contractor's experience in developing cost effective methods for handling contract management assignments (i.e., how the task assignment and follow-up processes can be streamlined to allow for more efficient and expeditious handling of all work undertaken through this contract).

PERSONNEL EXPERIENCE AND QUALIFICATIONS

Describe all technical and professional staff members that will be assigned to this project. Clearly define what personnel will work on each task area outlined in the Scope of Work and how all personnel are qualified to perform the proposed work, showing previous relevant work.

Provide the title or classification of each significant personnel member as it applies to this project, and specify his/her roles and functions that will be utilized for this project. Provide resumes for each personnel member who will be working on this project including current job classification, education, professional experience, and areas of responsibility in each member's organization. List the availability of each individual by person hours and percentage of time that person will be assigned to each task.

PREVIOUS WORK PRODUCTS

Describe and provide at least one example of a similar study that demonstrates successfully completed relevant work by your organization or team.

REFERENCES – ATTACHMENT 4

Bidders must provide a list of at least four (4) clients or employers who have received similar services from the Bidder or the Bidder's personnel or subcontractors, during the last three (3) years by completing Attachment 4, "Customer References". Such services should be of comparable complexity to the services requested in this RFP. Complete one customer reference form for each company.

All references must include the name and telephone number of a contact person with the contacting organization. These individuals, as well as others, may be contacted by the Commission when reviewing the submitted proposals. Final evaluations filed with the State on Bidder's past contract performance may be reviewed; therefore, the Bidder may wish to discuss any disagreements he/she has with those evaluations.

IV. PROPOSAL FORMAT AND REQUIRED DOCUMENTS, CONTINUED

VOLUME 2–COST

COST SUMMARY LETTER

The RFP response shall state the bidder's costs for carrying out the project as outlined during the period of the contract. The costs must be displayed using a cost cover letter on the organization's letterhead.

GENERAL REQUIREMENTS

The Contractor must submit information on all the Exhibit B Budget forms and will be deemed the equivalent of a formal bid submission under the Public Contract Code. Rates and personnel shown must reflect rates and personnel you would charge if you were chosen as the contractor for this RFP.

The total cost for each task shall include all costs and expenses incurred by the contractor and subcontractors, if any. There will be no additional payments of any kind. In order to show how Bidders calculated task cost, Bidders must provide a detailed budget for each task listed in Exhibits B-1 through B-5 for this project, so the Energy Commission can evaluate reasonableness of task budget. However, the contract will include only the Contract Task Budget Summary, not rates.

Provide a detailed budget for each task and product for this project. Describe how you will minimize travel costs (if located out of Sacramento region). Provide the total cost of the project, with a breakdown showing how the cost was determined and method of payment. Dedicated word processing and other clerical support hours to be provided by clerical staff must be shown separately from hours calculated for project management, research, and other professional work.

The Contractor shall be reimbursed for each task in the Scope of Work in accordance with the provisions of the contract budget. Costs must be incurred within the term of the contract. The Commission will accept a Federal Government audit of general and administrative, overhead, and labor rates. Proof must be provided in the proposal to support your rates. **When preparing these forms, be sure to take into consideration the length of the project and take into account increases in salaries and wages, general and administrative, overhead, etc.**

The rates quoted in the Cost Proposal will become a part of the final contract and will not be changed during the term of the contract. The entire term of the contract and projected rate increases must be considered when preparing the budget. The hourly rates bid are considered capped and shall not change during the term of the contract.

Bidders should note that in addition to names and hourly rates presented in the cost proposal, the technical qualifications must contain the resumes of all individuals. Individual names, corresponding hourly rates, and proposed hours will be struck from the cost Proposal for resumes missing in the technical qualifications.

The following is a list of items that must be included in your project cost:

IV. PROPOSAL FORMAT AND REQUIRED DOCUMENTS, CONTINUED

- Bidder's Direct Labor - List name, classification, and rate per hour and number of hours by task.
- Subcontractors/Consultants – Name, Technical Specialty, rate per hour/day, and number of hours/day by task.
- Travel and per diem - Identify destinations, number of trips, and cost per trip. Travel expenses incurred will be reimbursed at no more than the State per diem rates for non-represented State employees, and must be included in the Bidder's cost. Receipts for lodging are required and subject to the Commission Contract Manager's approval.
- Information Technology - Cost for machine time – such as cost of computer use (batch mode or time-share) and data entry. Unallowable Costs: expenditures for computers, computer equipment – purchased or leased, software – purchased or leased, and application-development services.
- Fringe benefit costs citing actual benefits or a percentage of personal services costs.
- Overhead Rate - List basis of application and all items charged in overhead
- General and Administrative - List basis of application
- Fee (not allowed on subcontractors invoices)
- Identify any Disabled Veteran Business Enterprise by task and dollar amount.
- Other specific breakdown required.

CONTRACT TASK BUDGET SUMMARY, B-1

These are the total project costs by task, and will be used in the final contract.

SCHEDULE OF DELIVERABLES AND DUE DATES, B-2

For each task, insert the planned start and completion dates. Projects awarded under this RFP are currently planned to start no earlier than June 30, 2007. Thus, pick a start date of June 30, 2007 or later, and fill in the remaining dates, accordingly. ***This form must be also included in Volume 1, Technical response.***

CALCULATION OF FRINGE BENEFITS, OVERHEAD, GENERAL ADMINISTRATIVE EXPENSES, AND PROFIT RATES, B-3

Using Exhibit B-3, provide overhead, G&A and profit rates (%). Different types of overhead (e.g., direct overhead and indirect overhead) may be combined in a single column if they are applied to the same items. Profit cannot exceed 10%. Change the column headings, if appropriate, to match your chart of accounts.

List items you include in each category (Fringe Benefits, Overhead, and G&A).

Show the formulas you use to calculate billable charges for the columns listed in the detailed Budget sheets. The Prime Contractor may not apply profit to subcontractor invoices, nor may subcontractors apply profit to sub-subcontractor invoices.

IV. PROPOSAL FORMAT AND REQUIRED DOCUMENTS, CONTINUED

DIRECT LABOR BY TASK, B-4

In the first column, "Names/Job Classification - Title," list the names of people who will be conducting the work under this Agreement. If the names are not known, then list the job classification or title (e.g., Graduate Student).

Insert the amount of Commission funds budgeted per task for each of the Names/Job Classifications listed.

TRAVEL, MATERIALS LIST, AND MISCELLANEOUS EXPENDITURES, B-5

The Contractor and all Subcontractors must provide details of "Travel," "Materials," and "Miscellaneous," listed in Exhibit B-6. Task numbers must be entered for all items on each table. Include any meetings, and the final meeting. Also include any other trips that you can identify. Any trips not identified here will need prior written approval by the Commission Contract Manager. Along with the purpose, include the destination, person or people taking the trip, and the amount for each trip.

CONTRACT PAYMENTS

The Bidder is required to provide, as part of the proposal response, Exhibit B-1 through B-5 specifying the tasks and deliverables upon which payments will be based. The Bidder must describe in the tasks to be performed, the associated deliverables that will be provided, and the cost for each task. The tasks and deliverables must correspond to the Project Tasks and Deliverables required under the Scope of Work

In consideration for the contract work, the Commission may make payments on the following conditions:

1. No payment in advance of services rendered, and not more frequently than one payment a month.
2. Receipt of a deliverable and progress report.
3. Approval of the deliverable or progress report by the Commission Contract Manager.

V. Administration

DEFINITION OF AN RFP

The competitive method used for this procurement of services is a Request for Proposal (RFP). A Proposal submitted in response to this RFP will be scored and ranked based on the criteria in Exhibit A. Every Technical Proposal must establish in writing the Bidder's ability to perform the RFP tasks listed in the Scope of Work. The Commission will contract with the Bidder who satisfies the administrative requirements, and technical criteria. Passing proposals will be ranked in order by the total number of tires tested for rolling resistance.

KEY WORDS DEFINED

Important definitions for this RFP are presented below:

Word/Term	Definition
State	State of California
DGS	Department of General Services
Commission	California Energy Commission
RFP	Request for Proposal, this entire document
Proposal	Formal written response to this document from contractor
Bidder	Respondent to this RFP

CONTRACTOR DEFINITION

The Contractor is defined as the firm that receives the contract for specific tasks from the Commission as a result of this RFP and shall be referred to as the "Contractor" in this RFP. The Contractor has primary and legal responsibility for all of the work within the Scope of Work, is an expert in all of the management and administration areas, may be an expert in one or more of the task areas, and manages the work of the entire contract team.

SUBCONTRACTOR DEFINITION

A subcontractor is defined as a firm or individual expert or consultant with financial/technical expertise to supplement the Contractor's expertise. The Contractor in conjunction with the subcontractor team is referred to as the contractor team. The Commission reserves the right to use some or all of the subcontractors belonging to the contractor team, and to remove, approve and/or designate additional subcontractors during the contract term.

HOW TO RESPOND TO THIS RFP

Responses to this solicitation will be in the form of a Technical and Cost Proposal according to the format described in Section IV. The Technical Proposal shall document the Bidder's experience, qualifications, project organization and approach to perform the tasks described in the Scope of Work found in Section III, and the Cost Proposal shall detail the Bidder's budget to perform such tasks.

V. Administrative Requirements, Continued

DEADLINE FOR QUESTIONS ABOUT THIS RFP

Potential Bidders may ask questions about the requirements of this RFP. Bidders must prepare their questions in writing and send or FAX them to the Contact Person. Questions will be answered in writing and distributed to recipients of the RFP. **The deadline for written questions is February 26, 2007.**

DEADLINE FOR SUBMITTING PROPOSALS

All copies of your proposal must be delivered to the Commission Contract Office by **April 9, 2007, by 5:00 p.m.**

NOTE

In accordance with Public Contract Code 10344, the Commission will **not** accept late Proposals (delivered after 5:00 p.m.). There are no exceptions to this law.

HOW TO DELIVER PROPOSALS

A Bidder may deliver a Proposal by:

- U. S. Mail;
- In person; or
- Messenger service.

All Proposals must be **delivered** to the Commission's Contracts Office by 5:00 p.m. on April 9, 2007. If a Bidder chooses either of the last two methods, delivery of all copies prior to 5:00 p.m. on April 9, 2007, must be made during normal business hours of 8:00 a.m. – 5:00 p.m., Monday through Friday. E-mail and facsimile (FAX) transmissions **WILL NOT** be accepted in whole or in part under any circumstances.

WHERE TO DELIVER PROPOSALS

California Energy Commission
1516 Ninth Street, 1st Floor
Contracts Office, MS-18
Sacramento, California 95814

REQUIRED NUMBER OF COPIES OF PROPOSALS

Mail or deliver an **original Proposal and five (5) copies** to the address given above. The Bidder must submit the copies in two separately sealed envelopes labeled Volume 1, Technical Proposal and Volume 2, Cost for Request for Proposal #600-06-603.

V. Administrative Requirements, Continued

IMPORTANT ADMINISTRATIVE DETAILS

Target Area Contract Preference

The Target Area Contract Preference Act (TACPA, Government Code Section 4530 et seq.) provides a five percent (5%) preference to California-based companies that perform State contract work in a distressed area. Bidders should complete Attachment 6 if they qualify for this preference. If you have questions regarding this preference, please contact OSBCR at (916) 323-6743.

Enterprise Zone Preference Request

The Enterprise Zone Act (EZA, Government Code Section 7070 et seq.) provides an incentive for business and job development in distressed and declining areas of State. Bidders should review Attachment 7 to determine if they qualify for this incentive.

Local Agency Military Base Recovery Act

The Local Agency Military Base Recovery Area Act (LAMBRA, Government Code Section 7118 et seq.) provides a five percent (5%) preference to California-based companies that perform State contract work in the LAMBRA. Bidders should review Attachment 8 to determine if they qualify for this preference.

Bidders' Cost

The Bidder is responsible for the cost of developing a proposal, and this cost cannot be charged to the State.

Drug-Free Workplace

The successful Bidder(s), by signing the final contract, certifies compliance with California Government Code Section 8350 et seq., which relates to providing a drug-free workplace.

Americans With Disabilities Act

The successful Bidder(s), by signing the final contract, certifies compliance with the Americans with Disabilities Act (ADA) of 1990, (42 U.S.C. 12101 et seq.) which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Recycled Paper and Products

The successful Bidder(s) shall certify in writing the minimum, if not exact, percentage of recycled content of paper used in the performance of the contract, regardless of whether the product meets the required recycled product percentage defined in Section 12161 and 12200. The successful Bidder(s) may certify that the product contains zero recycled content. (PCC § 10308.5).

V. Administrative Requirements, Continued

CONTRACT REQUIREMENTS

It is the Bidder's responsibility to read and understand the sample contract terms and conditions, Attachment 5.

Term of the Contract

The term of the contract will be June 30, 2007, to October 31, 2008.

RFP in Final Contract

The content of this RFP shall be incorporated by reference into the final contract.

Contract Cancellation

The Commission reserves the right to terminate any contract awarded through this RFP by providing 30-days notice to the successful Bidder.

No Contract Until Signed & Approved

No agreement between the Commission and the successful Bidder is in effect until the contract is signed by the Contractor, approved at a Commission Business Meeting, and approved by the Department of General Services.

Contract Amendment

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

Audit

The Bureau of State Audits may audit a contract awarded under this RFP for a period of three years after the final payment or termination of the contract.

APPLICATION OF SMALL/MICRO BUSINESS PREFERENCE

Each Bidder who is a State certified small/micro business will receive a cost preference of five percent of the lowest cost or price offered by the lowest responsible Bidder who is not a certified small/micro business, by deducting this five percent from the small/micro business Bidder's cost, for the purpose of comparing costs for all Bidders.

DISABLED VETERAN BUSINESS ENTERPRISES (DVBE) COMPLIANCE REQUIREMENTS

If you are a non-governmental entity, you must have either three percent DVBE participation, **or** you must demonstrate a good faith effort to obtain DVBE participation. It is important that you thoroughly read the instructions provided on DVBE Form 3. The DVBE compliance process is as follows:

Option A – Commitment to full DVBE Participation – For a Bidder who is a DVBE or who is able to meet the commitment to use identified DVBE(s) to fulfill the full DVBE participation goal.

Option B – Good Faith Effort – For a Bidder documenting its completed effort, made prior to the Bid due date, to obtain DVBE participation that may result in partial or no DVBE participation.

V. Administrative Requirements, Continued

COMMERCIALLY USEFUL FUNCTION FOR CERTIFIED SMALL BUSINESS, MICROBUSINESS OR DVBE REQUIREMENTS

A certified small business or microbusiness, or certified DVBE shall provide goods or services that contribute to the fulfillment of the contract requirements by performing a **commercially useful function**.

A certified small business, microbusiness or DVBE is deemed to perform a **commercially useful function** if it does all of the following:

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

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

USE OF SUB-CONTRACTORS

Any subcontractors the Bidder chooses to use in fulfilling the requirements of this RFP, that are expected to receive more than ten percent (10%) of the value of the contract, must also meet all administrative and technical requirements of this RFP. The Bidder must provide a summary of each subcontractor's qualifications, including DVBE firms, experience and duties that would be performed under the Scope of Work.

Also, for all DVBE firms regardless of the amount they receive, the Bidder must provide a summary of the DVBE's qualifications, experience and duties that would be performed under the Scope of Work. The summary shall contain the information requested in, and format required by, Section IV. DVBE cost information must also be included in the Cost Proposal.

The Contractor is responsible for the quality of all subcontractor work, and may only replace subcontractors as specified under the terms of the contract.

V. Administrative Requirements, Continued

CANCELLATION OF RFP BY ENERGY COMMISSION

If it is in the State's best interest, the Commission reserves the right to do any of the following:

- Cancel this RFP;
- Amend this RFP as needed; or
- Reject any or all Proposals received in response to this RFP

AMENDMENT OF RFP BY ENERGY COMMISSION

If the RFP must be amended, the Commission will mail a formal written addendum to all parties who requested the RFP and will also post it on the Commission's Web Site <www.energy.ca.gov/contracts> and Department of General Services' Web Site <www.dgs.ca.gov/cscr>.

Errors

If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, the Bidder shall immediately notify the Commission of such error in writing and request modification or clarification of the document. Clarifications will be given by written notice of all parties who requested the RFP, without divulging the source of the request for clarification. The Commission shall not be responsible for failure to correct errors.

MODIFICATION OR WITHDRAWAL OF PROPOSALS

A Bidder may, by letter to the Contact Person at the Commission, withdraw or modify a submitted Proposal before April 9, 2007, at 5:00 p.m. Proposals cannot be changed after that date and time. A Bidder cannot withdraw after that date for Proposals without the concurrence of the Commission. A Proposal cannot be "timed" to expire on a specific date. For example, a statement such as the following is non-responsive to the RFP: "This proposal and the cost estimate are valid for 60 days."

CONFIDENTIAL INFORMATION

The Commission will not accept or retain any Proposals that are marked confidential in their entirety and Bidders are strongly discouraged from requesting confidential treatment for any of the information contained in a submittal.

V. Administrative Requirements, Continued

AWARD OF CONTRACT

Subsequent to the Proposal evaluations, the Commission will post a "Notice of Proposed Award" at the Commission's headquarters in Sacramento, and on the Commission's Web Site, on or about April 26, 2007, after 12:00 noon at:

California Energy Commission
Contracts Office
1516 Ninth Street, MS-18
Sacramento, CA 95814

A contract will be awarded to the Bidder who satisfies all the administrative and technical requirements and who provides

DISPOSITION OF BIDDER'S DOCUMENTS

On the Notice of Proposed Award date all proposals and related material, with the exception of work examples, submitted in response to this RFP become a part of the public record and are available for public disclosure. Bidders who want any work examples they submitted with their proposals returned to them shall provide either sufficient postage, or a U.P.S. or Courier Charge Code. If adequate postage or a charge code is not provided for as mentioned above the documents will be destroyed.

NONDISCRIMINATION CERTIFICATION

Any bid, proposal, or offer for a contract which is submitted by a contractor who has been decertified from contracting with the State by the Department of Fair Employment and Housing (DFEH), shall be deemed to be non-responsive. Refer to the California Notice Register for a list of decertified contractors. (Published by the Office of Administrative Law and available through the Office of State Printing).

ANTITRUST CLAIMS

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. (See Government Code section 4550)

The following antitrust provisions must be included in the bid documents:

1. 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,

V. Administrative Requirements, Continued

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. (See Government Code section 4552)

2. If the 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
3. 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)

COMMISSION ISSUED RFP

The California Energy Commission has issued this RFP on behalf of the State of California. The Commission is the sole point of contact concerning this RFP. The Contact Person for questions is:

SANDRA BARNETT, CONTRACT OFFICER
sbarnett@energy.state.ca.us
Telephone: (916) 654-5186
FAX: (916) 654-4423

BIDDERS' ADMONISHMENT

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

V. Administrative Requirements, Continued

REJECTION OF PROPOSALS

A Proposal shall be rejected if:

- It is received after the exact time and date set for receipt of Proposal's pursuant to Public Contract Code, Section 10344.
- It is considered non-responsive to the California Disabled Veteran Business Enterprise participation requirements.
- It is lacking a properly executed Certification Clauses, Attachment 3.
- It contains false or intentionally misleading statements or references which do not support an attribute or condition contended by the Bidder.
- The Proposal is intended to erroneously and fallaciously mislead the State in its evaluation of the Proposal and the attribute, condition, or capability is a requirement of this RFP.
- There is a conflict of interest as contained in Public Contract Code Sections 10410-10412 and/or 10365.5.

A Proposal may be rejected if:

- It is not prepared in the mandatory format described.
- It is unsigned.
- The firm or individual has submitted multiple proposals for each task.
- It does not literally comply or contains caveats that conflict with the RFP and the variation or deviation is not material, or it is otherwise non-responsive.
- The Commission may waive any immaterial defect or deviation contained in a Bidder's proposal. The Commission's waiver shall in no way modify the proposal or excuse the successful Bidder from full compliance.

PROTEST PROCEDURES

A Bidder may file a protest against the proposed awarding of a contract. Once a protest has been filed, contracts will not be awarded until either the protest is withdrawn, or the Commission cancels the RFP, or the Department of General Services decides the matter.

Please note the following:

- Protests are limited to the grounds contained in the California Public Contract Code Section 10345.
- During the five working days that the Notice of Proposed Award (NOPA) is posted, protests must be filed with the DGS Legal Office and the Commission Contracts Office.
- Within five days after filing the protest, the protesting Bidder must file with the DGS and the Commission Contracts Office a full and complete written statement specifying the grounds for the protest.
- If the protest is not withdrawn or the solicitation is not canceled, DGS will decide the matter. There may be a formal hearing conducted by a DGS hearing officer or there

V. Administrative Requirements, Continued

may be briefs prepared by the Bidder and the Commission for the DGS hearing officer consideration.

VI. Evaluation

ABOUT THIS SECTION

This section explains how the proposals will be evaluated. It describes the evaluation stages, preference points, and scoring of all proposals. A Bidder's proposal will be evaluated and scored based on its response to information requested in Sections III and IV.

During the evaluation and selection process, the Commission may interview a Bidder for the purpose of clarification and verification of information provided in the proposal.

EVALUATION OF PROPOSALS

To analyze all Proposals, the Commission will organize an Evaluation Committee whose members have expertise in evaluating consulting services. The Proposals will be analyzed in three stages:

Stage One: Fulfillment of RFP Mandatory Format

The Contracts Office will first identify those Bidders whose Proposals adhere to the required format outlined in Section IV; Bidders who do not follow the required format or submit the required forms will be disqualified and eliminated from the competition.

Stage Two: Evaluation of Proposals

Phase One: The Evaluation Committee will then evaluate and score all remaining Proposals based on the Evaluation Criteria Worksheets, Exhibits A-1 through A-4. The Committee may, at its discretion, seek clarification of any point in the written technical proposal through a conference call with the affected Bidder. Proposals not attaining a score of 75 percent of the total possible points in each section will be eliminated from further competition.

Stage Three: Cost Proposal

Those proposals that pass the minimum technical points will have their cost proposal opened. The Small Business Preference will be applied, if applicable.

The contract will be awarded to the Bidder who met the minimum technical and administrative requirements and who has the lowest Final Cost when the Small Business preference (if applicable) is applied.

EXTRA POINTS FOR CERTIFIED SMALL/MICRO BUSINESSES

Each Bidder who is a State certified small or micro business will receive a cost preference of five percent of the lowest cost or price offered by the lowest responsible Bidder who is not a certified small or micro business, by deducting this five percent from the small business bidder's cost, for the purpose of comparing cost proposals of all bidders.

VI. Evaluation Criteria, Continued

SCORING OF PROPOSALS

The Evaluation Committee will award points based on the following considerations. The point calculations reflect the averages of the combined scores of all Evaluation Committee members.

Fail (0 points)

Zero points are awarded for responses considered to be unacceptable, such as:

- Is not in substantial accord with the RFP requirements;
- Has a potential significant effect on the amount paid or net cost to the State or the quality or quantity of product and/or service;
- Provides an advantage to one competitor over the other competitors, for example, not paying minimum wages.

Minimally Acceptable (1-3 points) Below average response, such as:

- The proposal states a requirement, but offers no explanation of how or what will be accomplished;
- The response contains a technical deficiency which is an inaccurate statement or reference concerning the how, what, where, or when, which is part of an overall statement or description.

Meets Minimum Requirements (4-6 points) Average response, such as:

- Satisfies the minimum requirements and describes generally how and/or what will be accomplished.

Exceeds Minimum Requirements (7-9 points) Above average response, such as:

- Satisfies the minimum requirements and specifically describes how and/or what will be accomplished in an exemplary manner, using sample products and illustrative materials (i.e., diagrams, charts, graphs, etc.).

Exceptional (10 points) Superior response, such as:

Exceeds the minimum requirements and specifically describes how and/or what will be accomplished both quantitatively and qualitatively, using sample products and illustrative materials (i.e., diagrams, charts, graphs, etc.).

CRITERIA AND POINTS

The Evaluation Committee will review and evaluate the Proposals and interviews based on the Evaluation Criteria Worksheet. See Exhibit A-1.

EXHIBIT A

Evaluation Criteria Worksheet

Firm Name:	Evaluator Name:
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Criteria	Weight Factors	X	Points	Weighted Score
1. ORGANIZATIONAL SUITABILITY (100 Points)				
a. Knowledge and experience of firm with risk analysis studies.	2			
b. Relevance of previous risk analysis work with federal, state, or local government agencies.	1			
c. Organization of team, appropriateness of staffing level.	2			
d. Team member experience, expertise, and capabilities. Background, qualifications, and previous experience of personnel to be assigned to the project and their demonstrated competence, experience, and expertise in the type of work to be performed.	3			
e. Demonstrated ability of firm to complete projects on time and within budget.	2			
SECTION 1 SUBTOTAL (Minimum Score Required to Pass Section 1 is 70% (70 Points of Possible 100))				
2. APPROACH/METHODOLOGY (100 Points)				
a. Overall project organization, presents proposal clearly and logically, and the quality of the overall proposal.	2			
b. Demonstrates a thorough understanding of the objectives of the primary tasks, soundness of overall approach to project.	1			
c. Overall approach to Task 1. Clearly and thoroughly describes the deliverables that will be produced and provides examples.	3			
d. Overall approach to Task 2. Clearly and thoroughly describes the deliverables that will be produced and provides examples.	3			
e. Overall approach to Task 3. Clearly and thoroughly describes the deliverables that will be produced and provides examples.	3			
f. Overall approach to Task 4. Clearly and thoroughly describes the deliverables that will be produced and provides examples.	3			
SECTION 2 SUBTOTAL (Minimum Score Required to Pass Section 3 is 70% (105 Points of Possible 150))				
FINAL SCORING				
TOTAL TECHNICAL SCORE			Section 1 Score	
			Section 2 Score	
			Total Minimum Points Required to Pass	175
			Total Possible Points	250

Note: Those proposals not attaining a minimum score of 70 percent of the total possible points in each Section above (1 and 2) will be eliminated from further competition.

ATTACHMENT 1

STATE OF CALIFORNIA

CALIFORNIA ENERGY COMMISSION
Contracts Office

CONTRACTOR STATUS FORM

Contractor's Name _____

County _____

Address _____

Federal Employer ID

Phone

FAX

STATUS OF CONTRACTOR PROPOSING TO DO BUSINESS

☐ Individual

☐ Limited Partnership

☐ General Partnership

☐ Corporation

☐ Other

INDIVIDUAL

If a sole proprietorship, state the true name of sole proprietor:

PARTNERSHIP

If a partnership, list each partner, including limited partners, stating their true name and their interest in the partnership:

CORPORATION

If a corporation, place and date of incorporation: _____

Date corporation was authorized by Sect. of State: _____

President: _____

Vice President: _____

Secretary: _____

Treasurer: _____

Agent for service of process and address if different from above:

OTHER

Explain:

SMALL BUSINESS PREFERENCE

Are you claiming preference as a small business?

☐ YES - Attach approval letter from Office of Small and Minority Business.

☐ NO

Date you filed for small business preference: _____ Your small business ID number: _____

NOTE: This form must be completed or your proposal may be rejected.

ATTACHMENT 2.1

SMALL BUSINESS AND DVBE CERTIFICATION INSTRUCTIONS, AND F.A.Q.'S

Please Read These Instructions Carefully

Small Business Certification

In order to receive Small Business Preference, Bidders must either be certified by the State Department of General Services, Office of Small Business and DVBE Certification (OSDC) as a small business, or be self-certified pursuant to the Federal Government.

The Office of Small Business and DVBE Certification (OSDC) offer program information and may be reached at:

Department of General Services
Office of Small Business and DVBE Certification
707 3rd Street, 1st Floor, Room 400
West Sacramento, CA 95605
Homepage: <http://www.dgs.ca.gov/osbcr>
Receptionist: (916) 375-4940 or (800) 559-5529
24-Hour Recording and Mail Request, call (916) 322-5060
Fax: (916) 375-4050

DVBE PARTICIPATION PROGRAM COMPLIANCE OPTIONS

Public Contract Code Section 10115 et seq. establishes a contract participation goal of at least three percent (3%) for disabled veteran business enterprise (DVBE). This goal applies to a state agency's overall contracting program. State agencies have the discretion to apply the DVBE participation goal to individual contracts. DVBE participation requirements are included for this RFP. This solicitation attachment provides program information and bidder responsibilities for the DVBE Participation Program. Bidders must meet DVBE Participation Program requirements to be viewed as a responsive bidder and considered for contract award. Failure to submit a complete response may result in a non-responsive determination, in which case the Proposal will be rejected.

Before you begin to prepare your proposal response, you will need to determine which option you will use and document to meet DVBE Participation Program requirements.

See page 41 of this RFP for information on the correct forms to fill out for DVBE compliance, or instructions for making a Good Faith Effort.

DVBE Certification

- Each DVBE firm listed on Attachment 2.2 must be formally certified as a DVBE by OSDC. The DVBE program is not a self-certification program. DVBE certification must be approved by OSDC by the notice of award date of the contract to be counted in meeting participation goals.
- A copy of the certification letter approved by, or a copy of the certification form submitted to OSDC must be included in the proposal package.

To qualify as a DVBE, the DVBE must:

- 1) Be a California resident;
- 2) Own 51% of the firm and meet the requirements: in 3) and 4) below.
- 3) Provide to the OSDC, by no later than 5:00 p.m. on the date on which the proposal is due, an Award of Entitlement from the United States Department of Veterans Affairs or the United States Department of Defense, issued within 6 months of the date on which certification is sought, which would certify or declare the existence of a service-connected disability, of at least 10 percent, at the time of application for or renewal of certification as a DVBE, and
- 4) Meet all requirements set forth in Article 6 (commencing with Section 999) of Chapter 6, Division 4 of the California Military code.

The Internet addresses are:

OSDC Homepage: <http://www.pd.dgs.ca.gov/DVBE>

This internet site provides general information about the DVBE program and certification process.

DVBE list: <http://www.pd.dgs.ca.gov/resource.pdf>

OSDC maintains a list of certified DVBEs. The list is separated into three main subject areas: Commodities, Construction, and Services. Within each subject area, there are more specific areas of expertise. The Energy Commission does not have separate DVBE lists.

FOR PROPOSAL RESPONSE ASSISTANCE, PLEASE CONTACT THE CONTRACTING OFFICIAL BELOW:

Elizabeth Stone
California Energy Commission
1516 9th Street, MS-18
Sacramento, CA 95814
(916) 654-5125
(916) 654-4423 (fax)
estone@energy.state.ca.us

ANSWERS TO FREQUENTLY ASKED QUESTIONS

The following questions are among the most frequently asked regarding DVBE requirements:

Q: If I am awarded the contract, either with partial or full goal attainment documented, am I required to use the subcontractor/supplier proposed in my proposal?

A: Yes, unless you have requested and received substitution approval from the Commission. Written requests should include:

- The person's or firm's NAME to be substituted,
- The substitution reason,
- The reason a non-DVBE subcontractor is proposed, if applicable,

- Describe the business to be substituted including its business status as a sole proprietorship, partnership, corporation or other entity, and
- The certification status of the firm, if any.

See California Code of Regulations Section 1896.64 © & (d) for substitution criteria.

The request and the Commission's approval or disapproval is not construed as an excuse for noncompliance with any other provision of the law, including but not limited to the Subletting and Subcontracting Fair Practices Act or any other contract requirements relating to substitution of subcontractors. Failure to adhere to at least the DVBE participation proposed by the successful contractor may be cause for contract termination and recovery of damages under the rights and remedies due the State for default section of the contract(s) and any other penalties provided for by statute.

Q: Who notifies the subcontractor when an award is made?

A: Upon award to a prime contractor, the Commission notifies listed subcontractors of their contract participation. Primes are encouraged to notify their listed subcontractors immediately after an award is made to formalize their business agreements.

Q: What happens to proposals considered non-responsive to the DVBE Participation Program requirements?

A: Non-responsive proposals are rejected. Many are rejected because of:

- Incomplete documentation
- Documentation not received by bid due date
- Mathematical error related to the percentages
- Basing goal attainment on workforce composition

Q: If I am a disabled veteran business enterprise, can I meet the 3% contract goal as a single company?

A: Yes

Q: If my submitted proposal meets the contract goal and the Commission decides to make multiple awards to the contract, could my proposal be considered non-responsive?

A: No, the Commission's decision to make multiple awards will not jeopardize proposal compliance.

ATTACHMENT 2.2

California Disabled Veteran Business Enterprise Program Requirements

AUTHORITY.

The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for state contracts is established in Public Contract Code (PCC), Section 10115 et seq., Military and Veterans Code, Section 999 et seq. and California Code of Regulations, Title 2 (2CCR), Section 1896.60 et seq.

The minimum DVBE participation percentage is 3% for this solicitation unless another percentage is specified in the solicitation.

INTRODUCTION.

The bidder must document at least one of the options (A, B or C) in this document to comply with this solicitation's DVBE program requirements. Bids or proposals (hereafter called "bids") that fail to fully document one of the DVBE program requirements options shall be considered non-responsive and ineligible for award.

All information submitted by the intended awardee to comply with this solicitation's DVBE requirements will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation with this information in accordance with the requirements of the Public Contract Code, Section 10115, et seq. and the Military and Veterans Code, Section 999 et seq. and follow the investigatory procedures required by the California Code of Regulations, Section 1896.80.

Only State of California, Office of Small Business and DVBE Certification certified DVBEs who perform a commercially useful function relevant to this solicitation may be used to satisfy the DVBE program requirements. The criteria for performing a commercially useful function are contained on page 5, Resources & Information and California Code of Regulations, Title 2, Section 1896.61(l). Verify each DVBE subcontractor's/supplier's certification with the Office of Small Business and DVBE Certification Section to ensure DVBE eligibility.

To meet the DVBE program requirements, bidders must complete and fully document at least one of the following compliance options:
Option A - Commitment to full DVBE participation - For a bidder who is a DVBE or who is able to meet the commitment to use identified DVBE(s) to fulfill the full DVBE participation goal.
Option B - Good Faith Effort - For a bidder documenting its completed effort, made prior to the bid due date, to obtain DVBE participation that may result in partial or no DVBE participation.
Option C - Business Utilization Plan - For a bidder using an annual plan (subject to approval) to satisfy DVBE participation requirements. Applies only to solicitations for goods and information technology.

PLEASE READ ALL INSTRUCTIONS CAREFULLY. These instructions contain information about the DVBE program requirements, bidder responsibilities, and requirements for performing and documenting each of the three available options as detailed below. Bidders are responsible for thorough review and compliance with these instructions. Document your option selection on the attached STD Form 840, Documentation of Disabled Veteran Business Enterprise Program Requirements.

OPTION A – COMMITMENT -- Commit to meet or exceed the DVBE participation requirement in this solicitation by either Method A1 or A2. Bidders must document DVBE participation commitment by completing and submitting the attached STD 840. Failure to complete and submit STD 840 (Side 1) as instructed shall render your bid non-responsive.

The bidder must provide, prior to contract award, a written agreement signed by the bidder and each proposed DVBE subcontractor. The written agreement will include the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, total amount of contract to be paid to the DVBE, and the percentage of the entire contract that will be awarded to the DVBE, with each DVBE subcontractor. If this information is contained in the bidder's DVBE written agreement of intent, the agreement may be attached to the STD 840. If further verification is necessary, the state will obtain additional information to verify the above requirements.

Method A1. Certified DVBE bidder:

- a. Commit to performing at least 3% of the contract bid amount (unless otherwise specified) with your firm or in combination with other DVBE(s).
- b. Document DVBE participation on STD 840 (Side 1) and attach a copy of all applicable certifications.
- c. A DVBE bidder working in combination with other DVBEs shall be requested to submit proof of its commitment by submitting a written agreement with the DVBE(s) identified in its bid's STD 840. When requested, the written agreement must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the requested written agreement as specified may be grounds for bid rejection.

Method A2. Non-DVBE bidder:

- a. Commit to using certified DVBE(s) for at least 3% (unless otherwise specified) of the bid amount.
- b. When a bidder commits to less than the required 3% DVBE participation or its commitment may fall below 3% if specific line items/groups are not selected for award, then Option B, Good Faith Effort must be completed in addition to Option A, Commitment.
- c. Document DVBE participation on STD 840 (Side 1) and attach a copy of the DVBE's certification.
- d. Prior to contract award, a bidder is to submit proof of their commitment by submitting a written agreement with the DVBE(s) identified in its bid's STD 840. The awarding department contracting official named in this solicitation will contact each listed DVBE, by mail, fax or telephone, for verification of the bidder's submitted DVBE information. The written agreement must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the written agreement as specified may be grounds for bid rejection.

OPTION B – GOOD FAITH EFFORT (GFE) performance and documentation requirements must be completely satisfied prior to bid submission if you are unable to obtain and commit to the full DVBE participation percentage goal (Option A) and do not exercise Option C. Perform and document the following Steps 1 through 5 on both sides of the attached STD 840 form. Failure to perform and document GFE Steps 1 through 5 as instructed, which includes properly completing and submitting both sides of STD 840, shall result in your bid being deemed non-responsive. Step 3, Advertisement, is required unless specifically waived for this solicitation due to time limits imposed by the awarding department.

Step 1 Awarding Department - Contact the department's contracting official named in this solicitation to identify interested DVBEs. You must fully document this contact and describe the results on STD 840 (Side 2).

Step 2 Other State and Federal Agencies, and Local Organizations

STATE Contact the Department of General Services, Procurement Division's (DGS-PD) Office of Small Business and DVBE Certification (OSDC) to obtain a list of certified DVBEs by telephone at (916) 322-5060 for the 24-hour automated telephone system or (916) 375-4940 for the receptionist during normal business hours. This information can also be obtained by searching the online database at <http://www.pd.dgs.ca.gov/smbus>. Begin by selecting Certified Firm Inquiry Services, then search by using either the Keyword Search or the Standard Query options. You must fully document this contact and describe the results on STD 840 (Side 2).

FEDERAL Search the U.S. Small Business Administration's (SBA) online database (Pro-Net) at <http://www.pro-net.sba.gov> to identify potential DVBEs. Select these minimum options in the following sequence: select Search Database; select CA under "State"; select Service Disabled Veteran under "Other Ownership Data"; and "Search Using These Criteria" at the page bottom. The database takes a few moments to query, and then your list will appear on your screen. You may select other criteria to focus your search. You must fully document this contact and describe the results on STD 840 (Side 2).

LOCAL Contact at least one local DVBE organization to identify DVBEs. For a list of local DVBE organizations, please refer to the DVBE Resource Packet that may be accessed online (<http://www.pd.dgs.ca.gov/smbus> - select "DVBE Resource Packet") or obtain a hardcopy by requesting it from DGS-PD Office of Small Business and DVBE Outreach and Education (see the Resources & Information page). You must fully document your contact with local DVBE organizations and describe the results on STD 840 (Side 2).

Step 3 Advertisements are mandatory unless waived by the awarding department.

CONTENT REQUIREMENTS: Include all of the following in your advertisement(s): (1) company name; (2) contact name; (3) address; (4) telephone and facsimile (if applicable) numbers; (5) e-mail address (if applicable); (6) the state's solicitation number(s); (7) goods and/or services for which the state is soliciting; (8) the location of the work to be performed; and (9) the State's bid(s) due date and/or your due date for receiving DVBE responses.

HOW MANY & WHERE TO PUBLISH: Bidders must publish two (2) ads, one (1) each in a trade paper and a DVBE focus paper unless the paper is dual purpose (fulfilling both trade and focus requirements as defined in California Code of Regulations, Title 2, Section 1896.61(k)), in which case one (1) ad is acceptable. Please see the DVBE Resource Packet for a list of acceptable publications.

WHEN: Ads must be published after the solicitation's release date and at least 14 days prior to the bid due date, unless a different time period is expressly established in this solicitation.

DOCUMENT & SUBMIT: On STD 840 (Side 2), document the publication name(s) in which you published advertisement(s), the contact name and phone number, and date of publication. Include a copy(ies) of the advertisement(s) with your bid.

Step 4 Invitations to Participate

WHO: Invite (solicit) DVBEs who can provide relevant goods and/or services to this solicitation to subcontract with you. Conducting Steps 1 through 3 produces a list of DVBEs from which you may choose potential DVBEs subcontractors/suppliers to contact. Bidders are advised to contact as many DVBEs (who provide relevant goods and/or services in the applicable location(s)) as possible. Non-California-certified DVBEs are not eligible -- please refer those DVBEs to the OSDC to learn about certification (see the Resources & Information page for contact information).

FOR WHAT: Solicit DVBEs for goods and/or services relevant to the state's solicitation. If you are unable to identify specific portion(s) of the proposed contract to subcontract, the state encourages bidders to avoid making a predetermination that no DVBEs are able to perform without first contacting and soliciting participation from them. This allows DVBEs to respond whether they can or cannot provide any goods or services related to the solicitation, and provides a bidder with responses for consideration.

HOW TO INVITE & CONTENT REQUIREMENTS: Written invitations are required. At a minimum, invitations must contain all of the following: (1) company name; (2) contact name; (3) address; (4) phone and facsimile (if applicable) numbers; (5) return e-mail address (if applicable); (6) the state's solicitation number; (7) goods and/or services for which the state is soliciting; (8) location of work; and (9) the State's bid(s) due date and/or your due date for receiving DVBE responses.

WHEN: Provide DVBE's with a reasonable time period to receive and respond to your invitation, and to be considered by you for participation as described in Step 5, prior to your bid submission.

DOCUMENT & SUBMIT: Bidders must document the completed contacts on STD 840 (Side 1), Section A. Attach additional copies of STD 840A as necessary to list your DVBE contacts. You are required to attach a copy of: (1) each invitation or offer sent by letter, fax or e-mail; and (2) confirmation of transmittal or delivery. Your bid shall be considered non-responsive if it fails to include copies of the written invitations and delivery confirmations.

Step 5 Consider all responding DVBEs for contract participation. Consideration must be based on business needs for the contract and the same evaluation criteria must be applied to each potential DVBE subcontractor/supplier offering the same goods and services. You must document on STD 840 (Side 1), Section A any firm(s) selected for participation; or if not selected, the reason for non-selection. Attach additional copies of STD 840A as necessary to list all of your DVBE contacts.

OPTION C – THE DVBE BUSINESS UTILIZATION PLAN (BUP) option permits bidders to submit an approved DVBE BUP to satisfy DVBE participation solicitation requirements up to 3%. **DVBE BUPs apply only to solicitations for goods and information technology (IT) goods and services.** DVBE BUPs are a company's commitment to expend a minimum of 3% of its total statewide contract dollars with DVBEs -- this percentage is based on all of its contracts in the State, not just those with the State. DVBE BUPs must be submitted to and approved by the DGS-PD prior to the bid due date. Please call the DGS-PD, Office of Small Business and DVBE Outreach and Education for assistance. Bidders choosing this option must properly complete and submit STD 840 (Side 1) and include a copy of its approval letter with the bid; failure to submit these documents shall render your bid non-responsive.

RESOURCES AND INFORMATION

For assistance in preparing a responsive participation document, **contact the contracting official at the awarding department for this solicitation.** In accordance with Public Contract Code Section 10115.2(b)(3), bidders must advertise in trade and focus publications unless the requirement is waived. The Department of General Services, Procurement Division (DGS-PD) publishes a list of trade and focus publications to assist bidders in meeting these contract requirements. To obtain this list, please contact the DGS-PD Office of Small Business and DVBE Outreach and Education and request the "DVBE Resource Packet."

U.S. Small Business Administration (SBA)

Internet contact only – see instructions for website navigation

PRONET Database: <http://www.pro-net.sba.gov>

FOR:

Service-Disabled Veteran-owned businesses in California

(Remember to verify each DVBE's California certification.)

Local Organizations (see the DVBE Resource Packet available from DGS-PD DVBE Program Section listed below)

FOR:

List of potential DVBE subcontractors

DGS-PD Office of Small Business and DVBE Certification (OSDC)

707 Third Street, Room 400, West Sacramento, CA 95605

Website: <http://www.pd.dgs.ca.gov/smbus>

24-hour automated information

& document requests: (916) 322-5060

Receptionist: (916) 375-4940

Fax: (916) 375-4950

FOR:

**Directory of Certified DVBEs
Certification Applications
Certification Information
Certification Status, Concerns**

DGS-PD Office of Small Business and DVBE Outreach and Education

707 Third Street, 2nd Floor, West Sacramento, CA 95605

Voice, 8 am—5 pm: (800) 559-5529

Fax: (916) 375-4597

FOR:

**DVBE Program Participation Requirements
DVBE Program Info. and Statewide Policy
DVBE Resource Packet
DVBE Business Utilization Plan
Small Business/DVBE Advocates**

Advertisement Format Example

This example offers a suggested format that includes required information outlined in Option B, Good Faith Effort, Step 3. You can substitute the applicable information for the bolded, italicized words.

DVBEs are invited to participate as a potential subcontractor/supplier to perform a commercially useful function specific to ***DGS' IFB No. 12345*** for ***fencing materials in Chowchilla.***

DVBE responses due to me 1/1/02;

Bids due to the State 1/15/02.

Contact: ***ABC Company***

Jane Doe, General Manager

123 Main Street, Sacramento, CA 95814

voice: ***555/555-5555***; fax: ***555/555-5556***

or e-mail: ***jane.doe@abcco.com***

Commercially Useful Function Definition

California Code of Regulations, Title 2, § 1896.61(l):

The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of Section 1896.61(f); is certified in accordance with Section 1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function. A DVBE contractor, subcontractor or supplier is considered performing a commercially useful function when it meets the following criteria:

(1) The business concern is: responsible for the execution of a distinct element of the work of the contract; carrying out its obligation by actually performing, managing or supervising the work involved; and performing work that is normal for its business services and functions, and

(2) The business concern is not further subcontracting a greater portion of the work than would be expected by normal industry practices.

DOCUMENTATION OF DISABLED VETERAN BUSINESS ENTERPRISE PROGRAM REQUIREMENTS

STD 840 (REV. 9-15-2003)

Designation Of Option Check the appropriate box(es) to indicate the option(s) with which you choose to comply, complete the applicable sections and attach the required supporting documentation. You are advised to read all instructions carefully prior to completing this form. Remember that only California certified DVBEs who can provide related goods and/or services may be used to satisfy these program solicitation requirements.

- ☐ **OPTION A – I commit to meeting the full DVBE contract participation requirement.**
Complete STD 840, Section A.
- ☐ **OPTION B – I performed and documented a Good Faith Effort (GFE) in an attempt to obtain DVBE participation.**
Complete STD 840, Section A (for GFE Steps 4 & 5) and STD 840 (REVERSE), Section B (for GFE Steps 1–3).
- ☐ **OPTION C – I submit a copy of my firm's "Notice of Approved DVBE Business Utilization Plan."**

A. Full information must be provided.

For contract participation commitment, at least one DVBE must be listed. DVBEs must perform a commercially useful function. List the specific goods and/or services with the dollar and/or percentage value(s) that the DVBE(s) commit(s) to provide and the DVBE's tier (prime contractor = 0, subcontractor to prime contractor = 1, subcontractor to Tier 1 subcontractor = 2, etc.). If both the estimated dollar amount and percentage are listed, the higher value supercedes. Attach additional pages to list all other DVBE subcontractors/suppliers (you may use STD 840A). During contract performance, all requests for substituting named DVBEs must be made in accordance with the provisions of California Code of Regulations, Title 2, Section 1896.64(c).

For Good Faith Effort (GFE), use this section to document your first completed contacts with (Step 4), and consideration of (Step 5), relevant DVBEs. Business reasons for non-selection must be documented. Attach additional pages to list all other DVBE contacts (you may use STD 840A). Copies of all written invitations and delivery confirmations must also be attached and submitted with the bid.

BOTH SECTIONS MUST BE COMPLETED FOR GOOD FAITH EFFORT AT LEAST ONE DVBE MUST BE NAMED FOR PARTICIPATION	Date Contacted / /		DVBE Company Name (If you are the Prime and a DVBE enter your name, otherwise enter the solicited subcontractor.)			
	DVBE Contact Name & Reference #		Telephone Number ()	Fax Number ()	E-mail (if available)	
	Street Address, City, State and Zip Code					
	OR	☐ Yes, I am, or I will subcontract with, the listed DVBE to provide the following goods and/or services:				
		Specific Goods and/or Services			Estimated \$ and/or % \$ / %	Tier
		☐ No, I am unable to subcontract with the DVBE for the following business reasons:				
	Date Contacted / /		DVBE Company Name			
	DVBE Contact Name		Telephone Number ()	Fax Number ()	E-mail (if available)	
	Street Address, City, State and Zip Code					
	OR	☐ Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:				
Specific Goods and/or Services			Estimated \$ and/or % \$ / %	Tier		
☐ No, I am unable to subcontract with the DVBE for the following business reasons:						

ATTACH ADDITIONAL PAGES (OR USE STD 840A) TO LIST ALL OTHER DVBE CONTACTS

Go to Side 2, Section B to continue Good Faith Effort documentation ⇨

ADDITIONAL DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS

STD 840A (EST. 9-15-2003)

- B. Documentation of Good Faith Effort Steps 1, 2 and 3**—Remember to carefully read all instructions prior to completing this form. Please refer to the Resources & Information page for detailed contact information and a sample advertisement format.

STEP 1. Contact the Awarding Department (the contracting official, unless another contact is specified) to identify potential DVBE subcontractors/suppliers, **and document this contact as required.**

Date / /	Contact Name	Telephone Number ()
Describe Result		

STEP 2. Contact all of the following and document your contacts as required: Other state and federal agencies and local organizations to identify potential DVBE subcontractors/suppliers.

Other State Agency – Procurement Division, Office of Small Business and DVBE Certification (Certification Office)

PHONE CONTACT OR ONLINE SEARCH	Date / /	Telephone Number (916) 322-5060 (916) 375-4940	Contact Name	☐ <i>I contacted the Certification Office for a list of California certified DVBEs.</i>
	Date / /	Internet Address http://www.pd.dgs.ca.gov/smbus		☐ <i>I searched the Certification Office's online database to identify California certified DVBEs.</i>

Describe Result

Federal Agency – U.S. Small Business Administration (SBA) online database

Date / /	Internet Address http://www.pro-net.sba.gov	☐ <i>I searched the federal online database for California DVBEs.</i>
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Describe Result

Local DVBE Organizations – Contact at least one local DVBE organization—refer to the DVBE Resource Packet for a list of acceptable contacts. (**<http://www.pd.dgs.ca.gov/smbus>** - select “DVBE Resource Packet”)

Date / /	Organization Name	Contact Name	Telephone Number and/or Internet Address () http://www .
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Describe Result

Date / /	Organization Name	Contact Name	Telephone Number and/or Internet Address () http://www .
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Describe Result

STEP 3. Publish advertisements: Two (2) advertisements: One (1) ad in an accepted trade paper; and one (1) ad in an accepted DVBE focus paper (please see the DVBE Resource Packet for a list of all accepted publications); unless the paper is dual purpose (fulfilling both trade and focus requirements), in which case one (1) ad is acceptable. **Document this step as required and remember to attach a copy of your advertisement(s).**

Focus Paper Name (list full name)		Contact Name	Telephone Number ()
Address		Date Ad Published / /	
Trade Paper Name (list full name)		Contact Name	Telephone Number ()
Address		Date Ad Published / /	

☐ *I certify the ad was placed to reach both trade and focus audiences through this one publication.*

Trade and Focus Paper Name (list full name)		Contact Name	Telephone Number ()
Address		Date Ad Published / /	

ADDITIONAL DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS

STD 840A (EST. 9-15-2003)

This document may be used as a continuation from Section A, STD 840 (REV. 9-15-2003)

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ()	Fax Number ()	E-mail (if available)
Street Address, City, State and Zip Code			

OR	☐ Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
	☐ No, I am unable to subcontract with the DVBE for the following business reasons:		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ()	Fax Number ()	E-mail (if available)
Street Address, City, State and Zip Code			

OR	☐ Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
	☐ No, I am unable to subcontract with the DVBE for the following business reasons:		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ()	Fax Number ()	E-mail (if available)
Street Address, City, State and Zip Code			

OR	☐ Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
	☐ No, I am unable to subcontract with the DVBE for the following business reasons:		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ()	Fax Number ()	E-mail (if available)
Street Address, City, State and Zip Code			

OR	☐ Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
	☐ No, I am unable to subcontract with the DVBE for the following business reasons:		

ADDITIONAL DISABLED VETERAN BUSINESS ENTERPRISE CONTACTS

STD 840A (EST. 9-15-2003) (REVERSE)

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ()	Fax Number ()	E-mail (if available)
Street Address, City, State and Zip Code			

OR	☐ Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
	☐ No, I am unable to subcontract with the DVBE for the following business reasons:		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ()	Fax Number ()	E-mail (if available)
Street Address, City, State and Zip Code			

OR	☐ Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
	☐ No, I am unable to subcontract with the DVBE for the following business reasons:		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ()	Fax Number ()	E-mail (if available)
Street Address, City, State and Zip Code			

OR	☐ Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
	☐ No, I am unable to subcontract with the DVBE for the following business reasons:		

Date Contacted / /	DVBE Company Name		
DVBE Contact Name	Telephone Number ()	Fax Number ()	E-mail (if available)
Street Address, City, State and Zip Code			

OR	☐ Yes, I will subcontract with the listed DVBE to provide the following goods and/or services:		
	Specific Goods and/or Services	Estimated \$ and/or % \$ / %	Tier
	☐ No, I am unable to subcontract with the DVBE for the following business reasons:		

DVBE Program Requirements Supplier Checklist (REV. 9-15-2003)

Please do not submit this checklist with your bid. It is provided for your use only. Checking every box of your elected compliance option does not guarantee that your bid will be evaluated compliant.

☐ **OPTION A: COMMITMENT TO DVBE CONTRACT PARTICIPATION**

- ☐ STD 840 included with bid
- ☐ DVBE Written Agreement
- ☐ Designated the Commitment Option – Checked the first box
- ☐ Listed at least one California certified DVBE subcontractor
- ☐ Checked the box(es) for “Yes ...”
- ☐ Listed specific goods and/or services DVBE(s) agrees to provide
- ☐ Proposed DVBE contract performance is a “commercially useful function” relevant to the contract
- ☐ Listed the estimated dollar amount and/or percentage of contract for the DVBE's participation
- ☐ Proposed DVBE participation meets the 3% requirement (unless a different percentage is specified)
- ☐ Attached a copy of the DVBE's certification letter from the Department of General Services

☐ **OPTION B: GOOD FAITH EFFORT (GFE)**

- ☐ STD 840 included with bid
- ☐ Designated the GFE Option – Checked the second box
- ☐ (Step 4) Listed all DVBEs contacted and invited to perform on the proposed contract
- ☐ Confirmed that listed DVBEs are California certified
- ☐ Attached copies of the invitations sent to the listed DVBEs
- ☐ Invitations included the required contact information
- ☐ Attached copies of the delivery confirmations for invitations to DVBEs (e.g. mail receipts, fax confirmations, etc.)
- ☐ (Step 5) Checked the “No” boxes and listed the business reasons for non-selection of DVBEs contacted
- ☐ (Step 1) Contacted the Awarding Department and listed contact and results
- ☐ (Step 2) Contacted Other State agency (Office of Small Business and DVBE Certification) and listed the contact and results
- ☐ (Step 2) Searched the Federal Pro-net internet database and noted the results
- ☐ (Step 2) Contacted Local DVBE Organization(s) and listed the contact and results
- ☐ (Step 3) Advertised – IF NOT WAIVED
 - Listed full information for the advertisement(s) and publication(s)
[2 ads in one trade and in one DVBE focus publication; **OR** 1 ad in one dual-purpose publication]
- ☐ Attached a copy of the advertisement(s)
- ☐ The advertisement(s) were published at least 14 days prior to the bid due date
- ☐ The advertisement(s) included my required contact information

☐ **OPTION C: BUSINESS UTILIZATION PLAN (BUP)**

- ☐ **Prior to the bid due date** -- Submitted a BUP to DGS-PD and received approval
- ☐ STD 840 included with bid
- ☐ Designated the BUP Option – Checked the third box
- ☐ Attached a copy of the BUP Approval letter from DGS-PD

CERTIFICATION CLAUSES

Std. CC (New 10-05)

ATTACHMENT 3

RFP 600-06-603

CONTRACTOR CERTIFICATION CLAUSES

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.

CERTIFICATION CLAUSES

Std. CC (New 10-05)

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).

CERTIFICATION CLAUSES

Std. CC (New 10-05)

7. **DOMESTIC PARTNERS:** For contracts executed or amended after July 1, 2004, the contractor may elect to offer domestic partner benefits to the contractor's employees in accordance with Public Contract Code section 10295.3. However, the contractor cannot require an employee to cover the costs of providing any benefits which have otherwise been provided to all employees regardless of marital or domestic partner status.

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)

CERTIFICATION CLAUSES

Std. CC (New 10-05)

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.

S:\ADMIN\HOMEPAGE\CCC\CCC-1005.doc

Attachment 4
RFP 600-06-603
CUSTOMER REFERENCES

STATE OF CALIFORNIA

CALIFORNIA ENERGY COMMISSION
CONTRACTS OFFICE

CUSTOMER REFERENCES

ATTACHMENT 4

Provide a minimum of 4 references, use additional pages as needed.

Reference #1

Name of Organization	
Address	
Contact Name	
Contact Title	
Contact Phone Number	
Describe the services and products your firm provided to the organization.	

ATTACHMENT 5

STANDARD AGREEMENT

STD. 213 (NEW 06/03)

AGREEMENT NUMBER 600-06-XXX
REGISTRATION NUMBER

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

STATE AGENCY'S NAME

State Energy Resources Conservation and Development Commission (Commission)

CONTRACTOR'S NAME

2. The term of this Agreement is:

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

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

Exhibit A – Scope of Work Pages

Exhibit B – Budget Detail and Payment Provision Pages

Exhibit C* – General Terms and Conditions GTC 1005

Check mark one item below as Exhibit D:

☒ Exhibit D – Special Terms and Conditions (Attached hereto as part of this agreement) Pages

☐ Exhibit D - *Special Terms and Conditions

Exhibit E – Additional Provisions Pages

Exhibit F – Contacts Page

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

These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

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

CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		☐ Exempt per:
AGENCY NAME		
State Energy Resources Conservation and Development Commission (Energy Commission)		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Cheryl Raedel, Contracts Office Manager		
ADDRESS		
1516 Ninth Street, Sacramento, CA 95814		

ATTACHMENT 5

EXHIBIT A

SCOPE OF WORK

PURPOSE

The purpose of this Agreement is to.....(*description*)

TASK 1 TITLE

Task Description.... (*include description of DVBE responsibilities in all applicable tasks*)

Deliverables and due dates...

REPORTS

A. Progress Report

The Contractor shall prepare a monthly progress report which summarizes all contract activities conducted by the Contractor including contract expenditures to date. The monthly progress report is due to the Commission Contract Manager within 15 days after the end of the month. The Commission Contract Manager will specify the report format and the number of copies to be submitted. All monthly progress reports shall coincide with the invoice period.

B. Final Reports

At the conclusion of the Contract, and as provided for in Exhibit A, Statement of Work, and in Exhibit B, Task Deliverables and Due Dates, Contractor shall prepare a comprehensive Final Report, a brief summary of same, and a brief (200 words or less) factual abstract of the Final Report.

- 1) **Meeting** - Contractor shall meet with the Commission to present the findings, conclusions, and recommendations. Both the final meeting and the Final Report must be consummated on or before the date indicated in the term of the Agreement.
- 2) **Abstracts** - Contractor shall provide a brief (200 words or less) factual abstract of the most significant information contained in the report.
- 3) **Summary** - The summary shall include a statement of the problem, methods or techniques used to solve the problem, conclusions and any additional follow-up or ongoing recommendations. The summary shall be prepared in language and structure easily understood by members of the public who may have limited technical background. Contractor shall provide the Commission with ten copies and a reproducible master.

C. Format

Final reports and summaries shall be prepared in the following manner:

- 1) Camera-ready originals, in black ink, which include originals of oversize material, and ten copies.
- 2) Illustrations and graphs sized to 8 1/2 x 11 page.
- 3) Contractor's name shall only appear on the cover and title page as follows:

ATTACHMENT 5

California Energy Commission
Project Title
Contract Number
By (Contractor)

- D. The Commission owns all material objects produced under this Agreement.
- E. Each report shall become the property of the Commission. Contractor will not disclose data or disseminate the contents of the final or any preliminary report without express written permission of the Commission Contract Manager.

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EXHIBIT B

Budget Detail and Payment Provision

1. INVOICING PROCEDURES:

A. For services satisfactorily rendered, and upon receipt and approval of invoices, the Energy Commission agrees to compensate Contractor for actual allowable expenditures incurred in accordance with the rates specified in this Exhibit B. The rates in Exhibit B are rate caps, or the maximum amount allowed to be billed. Contractor can only bill for actual expenses incurred for hours worked at the Contractor's actual direct labor, fringe, and indirect rates, not to exceed the rates specified in Exhibit B.

B. Invoices shall be submitted in duplicate not more frequently than monthly. The following certification shall be included on each invoice and signed by an authorized official of the Contractor:

I certify that this invoice is correct and proper for payment, and reimbursement for these costs has not and will not be received from any other sources, including but not limited to a Government Entity contract, subcontract or other procurement method.

C. The Energy Commission will accept computer generated or electronically transmitted invoices provided Contractor sends a hard copy the same day to the Energy Commission, the address is noted below and in Agreement Contact List.

California Energy Commission
Accounting Office, MS-2
1516 9th Street
Sacramento, California 95814

D. A request for payment shall consist of, but is not limited to, the following.

- 1) Agreement number, date prepared, and billing period.
- 2) Contractor's actual hourly labor rates by individual.
- 3) Operating expenses, e.g., equipment, travel, and miscellaneous, as well as receipts for those expenses.
- 4) Copy of subcontractor invoices. Identify on invoice summary page if subcontractor is a California Certified Small Business or a Certified Disabled Veteran Business Enterprise and identify the total for current billing period.
- 5) Fees (fringe, direct and indirect overheads, general and administrative, profit, etc.)
- 6) Match fund expenditures, if applicable.
- 7) Invoices shall identify charges by tasks, personnel, labor rates and hours, and expenses authorized by this Agreement or Work Authorizations, if applicable.
- 8) Work Authorization number, if applicable

E. As detailed in Exhibit A, Scope of Work:

- 1) A report that documents the progress of the work during the billing period, if applicable.
- 2) Any other deliverables due during the billing period.

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2. **BUDGET CONTINGENCY CLAUSE:** 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 work identified in Exhibit A, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If 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 Agreement Amendment to Contractor to reflect the reduced amount.

3. **TRAVEL AND PER DIEM RATES:** Contractor shall be reimbursed for travel and per diem expenses using the same rates provided to non-represented state employees. Contractor must pay for travel in excess of these rates. Contractor may obtain current rates from the Energy Commission's Web Site at www.energy.ca.gov/contracts/index.html.

4. **RETENTION:** The Energy Commission shall retain from each invoice ten percent (10%) of that invoice, excluding equipment invoices. The retained amount shall be held and released only upon approval that the work has been satisfactorily completed and Final Report (if required) has been received and approved. Contractor must submit a separate invoice for the retained amount.

Retention may be released upon completion of tasks that are considered separate and distinct, i.e., the task is a stand-alone piece of work and could be done without the other tasks. The Budget will identify the tasks for which retention may be released prior to the end of the Agreement. Tasks for administration or management of the Agreement and/or subcontractors are not considered separate and distinct tasks.

5. **PAYMENT TERMS:**

Check all that apply:

- ☒ Monthly
- ☐ Quarterly
- ☐ One-Time Payment
- ☒ Itemized
- ☐ Flat Rate
- ☒ In Arrears
- ☐ Advance Payment to Public Prime Contractor Not to Exceed \$_____ or _____ % of the Agreement Amount
- ☐ Advance Payment to Private Prime Contractor for Public Subcontractor, (PRC section 25620.3(d)) Not to Exceed \$_____ or _____ % of the Subcontract Amount
- ☐ Reimbursement/Revenue
- ☐ Other (Explain)

6. **CONDITIONS:**

- A. No payment shall be made in advance of services rendered.
- B. Payments shall be made to Contractor for undisputed invoices. An undisputed invoice is an invoice submitted by the Contractor for services rendered and for which additional evidence is not required to determine its validity. The invoice will be disputed if all deliverables due for the billing period have not been received and approved, if the invoice is inaccurate, or if it does not comply with the terms of this Agreement. If the invoice is disputed, Contractor

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will be notified via a Dispute Notification Form within 15 working days of receipt of the invoice.

- C. Payment will be made in accordance with, and within the time specified, in Government Code Chapter 4.5, commencing with Section 927.
- D. Final invoice must be received by the Energy Commission no later than 30 calendar days after the Agreement termination date.
- E. The State will pay for State or local sales or use taxes on the services rendered or equipment, parts or software supplied to the Energy Commission pursuant to this Agreement. The State of California is exempt from Federal excise taxes, and no payment will be made for any taxes levied on employee's wages.
- F. Reimbursement for costs identified in Contractor invoices has not and will not be received from any other sources, including but not limited to a Government Entity contract or subcontract or other procurement method.

7. **BUDGET REALLOCATIONS**

Contract Manager may move up to 10% of the total Agreement amount between tasks, line items or categories without formal amendment, by providing written notice with the revised budget to Contractor and Contract Officer.

8. **BUDGET DETAIL**

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EXHIBIT C General Terms and Conditions

PLEASE NOTE: This page will not be included with the final Agreement. The General Terms and Conditions will be included in the Agreement by reference to Internet site: www.dgs.ca.gov/contracts choose **Standard Language for use in Standard Agreements or if this Agreement is with another State agency, choose Interagency Agreement.** The exact terms to be used will be those appearing on the website the date the Agreement is signed by Contractor.

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EXHIBIT D

Special Terms and Conditions

1. **CONTRACT MANAGEMENT:**

- A. Contractor may change Project Manager but the Energy Commission reserves the right to approve any substitution of the Project Manager.
- B. The Energy Commission may change the Contract Manager by notice given Contractor at any time signed by the Contract Officer.
- C. Commission staff will be permitted to work side by side with Contractor's staff to the extent and under conditions that may be directed by the Energy Commission Contract Manager. In this connection, Commission staff will be given access to all data, working papers, etc., which Contractor may seek to utilize.
- D. Contractor will not be permitted to utilize Energy Commission personnel for the performance of services, which are the responsibility of Contractor unless the Contract Manager previously agrees to such utilization in writing and an appropriate adjustment in price is made. No charge will be made to Contractor for the services of Energy Commission employees while performing, coordinating or monitoring functions.

2. **STANDARD OF PERFORMANCE:**

Contractor shall be responsible in the performance of Contractor's/subcontractor's work under this Agreement for exercising the degree of skill and care required by customarily accepted good professional practices and procedures. Any costs for failure to meet these standards, or otherwise defective services, which require reperformance, as directed by Contract Manager or its designee, shall be borne in total by the Contractor/subcontractor and not the Energy Commission. In the event the Contractor/subcontractor fails to perform in accordance with the above standard the following will apply. Nothing contained in this section is intended to limit any of the rights or remedies which the Energy Commission may have under law.

- A. Contractor/subcontractor will reperform, at its own expense, any task, which was not performed to the reasonable satisfaction of the Contract Manager. Any work reperformed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Contractor/subcontractor shall work any overtime required to meet the deadline for the task at no additional cost to the Energy Commission.
- B. The Energy Commission shall provide a new schedule for the reperformance of any task pursuant to this paragraph in the event that reperformance of a task within the original time limitations is not feasible.
- C. If the Energy Commission directs the Contractor not to reperform a task; the Contract Manager and Contractor shall negotiate a reasonable settlement for satisfactory services rendered. No previous payment shall be considered a waiver of the Energy Commission's right to reimbursement.

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3. **SUBCONTRACTS:** Contractor shall enter into subcontracts with the following firms and/or individuals and shall manage the performance of the subcontractors.

OR

No Subcontractors are named for this Agreement. If subcontractors are needed to perform any portion of this Agreement, the following criteria must be met and Contractor shall manage the performance of the subcontractors.

AND

- A. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and/or persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.
- B. Contractor shall be responsible for establishing and maintaining contractual agreements with and the reimbursement of each of, the subcontractors for work performed in accordance with the terms of this Agreement. Contractor shall be responsible for scheduling and assigning subcontractors to specific tasks in the manner described in this Agreement; coordinating subcontractor accessibility to Energy Commission staff, and submitting completed products to the Contract Manager.
- C. All subcontracts shall contain the following: 1) the audit rights and non-discrimination provision stated in the General Terms and Conditions (Exhibit C); 2) further assignments shall not be made to any third or subsequent tier subcontractor without additional written consent of the Contract Manager; and the confidentiality provisions in the Reports paragraph of this Agreement.
- D. Additions, Removal or Substitutions of Subcontractors

The Energy Commission reserves the right to replace a subcontractor, request additional subcontractors, and approve additional subcontractors requested by the Contractor. Such changes shall be subject to the following conditions:

- 1) If the Energy Commission or Contractor requires the replacement or addition of subcontractor(s), the subcontractor(s) shall be selected using 1) A competitive bid process conducted in conformance with the State's and the Energy Commission's procedures for competitive bids. For example, awards shall be made to the lowest bidder meeting the requirements of the bid document and obtaining a minimum of three bids. Contractor's competitive bid process shall be approved by the Contract Manager and Contract Officer prior to release of the bid document. 2). The Energy

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Commission may direct Contractor to sole source a subcontract with a specific firm, once the Contract Manager has obtained sole source approval via the Energy Commission's internal procedures. The Contract Manager shall provide justification for the sole source subcontract to the Contracts Officer using the "Subcontractor Add" memo described below.

- 2) The Contract Manager shall complete and submit to the Contract Officer a "Subcontractor Add" memo. This memo identifies the new subcontractor and what bidding method was used to obtain subcontractors (competitive or sole source).
- 3) Contractor shall submit any proposed subcontracts not originally identified in Contractor's proposal, or any substitution of subcontracts to the Energy Commission for its approval prior to Contractor entering into it. Upon the termination of any subcontract, the Contract Manager shall be notified immediately.

E. Disabled Veteran Business Enterprise (DVBE) Changes

The Contractor shall use the DVBE companies identified in its proposal or in any certifications identifying DVBE to be used in this Agreement. Contractor's failure to adhere to the DVBE participation may be cause for termination. In the event a replacement of a DVBE is necessary, the Contractor shall request written approval, in advance, from the Contract Manager and the Contract Officer. The procedure for replacing any DVBE is:

- 1) Contractor shall inform Contract Manager and Contract Officer in writing of the reason for the DVBE replacement.
- 2) Contractor shall attempt to replace the DVBE with a new DVBE providing the same services or identify other services in the Agreement a new DVBE could provide. Contractor shall complete revised DVBE certification forms (provided by the Contract Officer) identifying the new DVBE. If replacement is not a DVBE, Contractor shall complete steps in compliance with good faith efforts and submit appropriate DVBE documentation to the Contract Officer

4. **PERFORMANCE EVALUATION:**

Consistent with Public Contract Code Sections 10367 through 10371, the Energy Commission shall, upon completion of this Agreement, prepare a performance evaluation of the Contractor. Upon filing an unsatisfactory evaluation with the Department of General Services, Office of Legal Services (DGS) the Energy Commission shall notify and send a copy of the evaluation to the Contractor within 15 days. The Contractor shall have 30 days to prepare and send statements to the Energy Commission and the DGS defending his or her performance. The Contractor's statement shall be filed with the evaluation in the Energy Commission's Contract file and with DGS for a period of 36 months and shall not be a public record.

5. **REPORTS:**

- A. **Progress and Final Reports:** Contractor shall prepare progress reports summarizing all activities conducted by Contractor to date on a schedule as provided in Exhibit A. At the

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conclusion of this Agreement, Contractor shall prepare a comprehensive Final Report, on a schedule as provided in Exhibit A.

- B. **Title:** Contractor's name shall only appear on the cover and title page of reports as follows:

California Energy Commission
Project Title
Contractor Number
By (Contractor)

- C. **Ownership:** Each report shall become the property of the Energy Commission.
- D. **Non-disclosure:** Contractor will not disclose data or disseminate the contents of the final or any progress report without written permission of the Contract Manager, except as provided in F, below. Permission to disclose information on one occasion or at public hearings held by the Energy Commission relating to the same shall not authorize Contractor to further disclose and disseminate the information on any other occasion. Contractor will not comment publicly to the press or any other media regarding its report, or Commission's actions on the same, except to Commission staff, Contractor's own personnel involved in the performance of this Contract, or at a public hearing, or in response to questions from a legislative committee. Notwithstanding the foregoing, in the event any public statement is made by the Energy Commission or any other party, based on information received from the Energy Commission as to the role of Contractor or the content of any preliminary or final report, Contractor may, if it believes the statement to be incorrect, state publicly what it believes is correct.
- E. **Confidentiality:** No record which has been designated as confidential, or is the subject of a pending application of confidentiality, shall be disclosed by the Contractor, Contractor's employees or any tier of subcontractors, except as provided in 20 California Code of Regulations, Sections 2506 and 2507, unless disclosure is ordered by a court of competent jurisdiction (20 California Code of Regulations, Sections 2501, et seq.). At the election of the Contract Manager, Contractor, Contractor's employees and any subcontractor shall execute a "Confidentiality Agreement," supplied by the Contract Manager or Contract Officer. Each subcontract shall contain provisions similar to the foregoing related to the confidentiality and nondisclosure of data.
- F. **Disclosure:** Ninety days after any document submitted by the contractor is deemed by the Contract Manager to be a part of the public records of the State, Contractor may, if it wishes to do so at its own expense, publish or utilize a report or written document but shall include the following legend:

"LEGAL NOTICE"

"This report was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. The Energy Commission, the State of California, its employees, contractors, and subcontractors make no warranty, express or implied, and assume no legal liability for the information in this report; nor does any party

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represent that the use of this information will not infringe upon privately owned rights."

6. PURCHASE OF EQUIPMENT

- A. Equipment identified in this Agreement is approved for purchase.
- B. Equipment not identified in this Agreement shall be subject to prior written approval from the Contract Manager.
- C. All equipment purchased with Commission funds shall be made subject to the following terms and conditions:
 - 1) The Contract Officer will complete a Uniform Commercial Code (UCC.1) Financing Statement and submit it to the Contractor for signature. The Contract Officer will file the signed UCC.1 with the Secretary of State's Office. Invoices for equipment purchases associated with a UCC.1 will not be processed until the UCC.1 has been filed with the Secretary of State's Office.
 - 2) Title to all non-expendable equipment purchased in part or in whole with Commission funds shall remain with the Energy Commission.
 - 3) Contractor shall assume all risk for maintenance, repair, destruction and damage to equipment while in the possession or subject to the control of Contractor. Contractor is not expected to repair or replace equipment that is intended to undergo significant modification or testing to the point of damage/destruction as part of the work described in Exhibit A, Scope of Work.
- D. Upon termination or completion of this Agreement, Commission may:
 - 1) if requested by the Contractor, authorize the continued use of such equipment to further Public Interest Energy Research efforts,
 - 2) by mutual agreement with the Contractor, allow the Contractor to purchase such equipment for an amount not to exceed the residual value of the equipment as of the date of termination or completion of this Agreement, or
 - 3) request that such equipment be delivered to the Energy Commission with any costs incurred for such return to be borne by the Energy Commission.

7. CONTRACT DATA, OWNERSHIP RIGHTS:

- A. "Data" as used in this Agreement means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research or experimental, developmental or engineering work, or be usable or be used to define a design or process, or to support a premise or conclusion asserted in any deliverable document required by this Agreement. The data may be graphic or pictorial delineations in media, such as drawings or photographs, data or information, etc. It may be in machine form, such as punched cards, magnetic tape or computer printouts, or may be retained in computer memory.

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- B. "Deliverable data" is that data which, under the terms of this Agreement, is required to be delivered to the Energy Commission and shall belong to the Energy Commission.
- C. "Proprietary data" is such data as the Contractor has identified in a satisfactory manner as being under Contractor's control prior to commencement of performance of this Agreement, and which Contractor has reasonably demonstrated as being of a proprietary nature either by reason of copyright, patent or trade secret doctrines in full force and effect at the time when performance of this Contract is commenced. The title to "proprietary data" shall remain with the Contractor throughout the term of this Agreement and thereafter. The extent of the Energy Commission access to, and the testimony available regarding, the proprietary data shall be limited to that reasonably necessary to demonstrate, in a scientific manner to the satisfaction of scientific persons, the validity of any premise, postulate or conclusion referred to or expressed in any deliverable for this Agreement.
- D. "Generated data" is that data, which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Contract. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Contract at the Energy Commission's expense, together with complete documentation thereof, shall be treated in the same manner as "generated data." "Generated data" shall be the property of the Energy Commission, unless and only to the extent that it is specifically provided otherwise in this Agreement.
- E. As to "generated data" which is reserved to Contractor by the express terms hereof, and as to any pre-existing or "proprietary data" which has been utilized to support any premise, postulate or conclusion referred to or expressed in any deliverable hereunder, Contractor shall preserve the same in a form which may be introduced as evidence in a court of law at Contractor's own expense for a period of not less than three years after receipt by the Energy Commission of the Final Report herein.
- F. Before the expiration of the three years, and before changing the form of or destroying any data, Contractor shall notify the Energy Commission of any contemplated action and the Energy Commission may, within thirty (30) days after notification, determine whether it desires the data to be preserved. If the Energy Commission so elects, the expense of further preserving data shall be paid for by the Energy Commission. Contractor agrees that the Energy Commission may at its own expense, have reasonable access to data throughout the time during which data is preserved. Contractor agrees to use its best efforts to furnish competent witnesses or to identify competent witnesses to testify in any court of law regarding data.

8. **RIGHTS OF PARTIES IN COPYRIGHTS, PHYSICAL WORKS OF ART AND FINE ART:**

The Contractor; by signing this Contract, expressly grants to the Energy Commission for all copyrightable material, work of art and original work of authorship first produced, composed or authored in the performance of this Contract a royalty-free, paid-up, non-exclusive, irrevocable, nontransferable, worldwide license to produce, translate, publish, use, dispose of, reproduce, prepare derivative works based on, distribute copies of, publicly perform, or publicly display a

ATTACHMENT 5

work of art or fine art, and to authorize others to produce, translate, publish, use, dispose of, reproduce, prepare derivative works based on, distribute copies of, publicly perform, or publicly display a work of art or fine art.

Contractor, by signing this Contract, expressly conveys to the Energy Commission all ownership of the physical works of art and fine art produced under this Contract. Contractor agrees it does not reserve any rights to the physical works of art and fine art produced under this Contract.

Contractor shall obtain these same rights for the Energy Commission from all subcontractors and others who produce copyrightable material, works of art, or works of fine art under this Contract. Contractor shall incorporate these paragraphs, modified appropriately, into its agreements with subcontractors. No subcontract shall be entered into without these rights being assured to the Energy Commission from the subcontractor.

9. **PUBLIC HEARINGS:** If public hearings on the scope of work are held during the period of the Contract, Contractor will make available to testify the personnel assigned to this Agreement. The Energy Commission will reimburse Contractor for compensation and travel of the personnel at the Contract rates for the testimony which the Energy Commission requests.
10. **DISPUTES:** In the event of a Contract dispute or grievance between Contractor and the Energy Commission, both parties shall follow the following two-step procedure. Contractor shall continue with the responsibilities under this contract during any dispute.

A. Commission Dispute Resolution

The Contractor shall first discuss the problem informally with the Contract Manager. If the problem cannot be resolved at this stage, the Contractor must direct the grievance together with any evidence, in writing, to the Contracts Officer. The grievance must state the issues in the dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Contracts Officer and the Program Office Manager must make a determination on the problem within ten (10) working days after receipt of the written communication from the Contractor. The Contracts Officer shall respond in writing to the Contractor, indicating a decision and explanation for the decision. Should the Contractor disagree with the Contracts Officer decision, the Contractor may appeal to the second level.

The Contractor must prepare a letter indicating why the Contracts Officer's decision is unacceptable, attaching to it the Contractor's original statement of the dispute with supporting documents, along with a copy of the Contracts Officer's response. This letter shall be sent to the Energy Commission's Executive Director within ten (10) working days from receipt of the Contracts Officer's decision. The Executive Director or designee shall meet with the Contractor to review the issues raised. A written decision signed by the Executive Director or designee shall be returned to the Contractor within twenty (20) working days of receipt of the Contractor's letter. The Executive Director may inform the Energy Commission of the decision at an Energy Commission business meeting. Should the Contractor disagree with the Executive Director's decision, the Contractor may appeal to the Energy Commission at a regularly scheduled business meeting. Contractor will be provided with the current procedures for placing the appeal on an Energy Commission Business Meeting Agenda.

ATTACHMENT 5

B. Binding Arbitration

Should the Energy Commission's Dispute Resolution procedure above fail to resolve a contract dispute or grievance to the satisfaction of the Contractor, the Contractor and Commission mutually may elect to have the dispute or grievance resolved through binding arbitration. If one party does not agree, the matter shall not be submitted to arbitration. The arbitration proceeding shall take place in Sacramento County, California, and shall be governed by the commercial arbitration rules of the American Arbitration Association (AAA) in effect on the date the arbitration is initiated. The dispute or grievance shall be resolved by one (1) arbitrator who is an expert in the particular field of the dispute or grievance. The arbitrator shall be selected in accordance with the aforementioned commercial arbitration rules. If arbitration is mutually decided by the parties, arbitration is in lieu of any court action and the decision rendered by the arbitrator shall be final (not appealable to a court through the civil process). However, judgment may be entered upon the arbitrator's decision and is enforceable in accordance with the applicable law in any court having jurisdiction over this Agreement. The demand for arbitration shall be made no later six (6) months after the date of the contract's termination, despite when the dispute or grievance arose, and despite the applicable statute of limitations for a suit based on the dispute or grievance. If the parties do not mutually agree to arbitration, the parties agree that the sole forum to resolve a dispute is state court.

The cost of arbitration shall be borne by the parties as follows:

- 1) The AAA's administrative fees shall be borne equally by the parties;
- 2) The expense of a stenographer shall be born by the party requesting a stenographic record;
- 3) Witness expenses for either side shall be paid by the party producing the witness;
- 4) Each party shall bear the cost of its own travel expenses;
- 5) All other expenses shall be borne equally by the parties, unless the arbitrator apportions or assesses the expenses otherwise as part of his or her award.

At the option of the parties, any or all of these arbitration costs may be deducted from any balance of Contract funds. Both parties must agree, in writing, to utilize contract funds to pay for arbitration costs.

11. **TERMINATION:**

The parties agree that because the Energy Commission is a state entity and contracts on behalf of all Californian rate payers, it is necessary for the Energy Commission to be able to terminate, at once, upon the default of Contractors and to proceed with the work required under the Agreement in any manner the Energy Commission deems proper. Contractor specifically acknowledges that the unilateral termination of the Agreement by the Energy Commission under the terms set forth below is an essential term of the Agreement, without which the Energy Commission would not enter into the Agreement. Contractor further agrees that upon any of the events triggering the unilateral termination the Agreement by the Energy Commission, the Energy Commission has the sole right to terminate the Agreement, and it would constitute bad faith of the Contractor to interfere with the immediate termination of the Agreement by the Energy Commission.

This Agreement may be terminated for any reason set forth below.

ATTACHMENT 5

A. With Cause

In the event of any breach by the Contractor of the conditions set forth in this Agreement, the Energy Commission may, without prejudice to any of its legal remedies, terminate this Agreement for cause upon five (5) days written notice to the Contractor. In such event, Commission shall pay Contractor only the reasonable value of the services theretofore rendered by Contractor, as may be agreed upon by the parties or determined by a court of law, but not in excess of the contract maximum payable. "Cause" includes without limitation:

- 1) Failure to perform or breach of any of the terms or covenants at the time and in the manner provided in this Agreement; or
- 2) Contractor is not able to pay its debts as they become due and/or Contractor is in default of an obligation that impacts his ability to perform under this Agreement; or
- 3) It is determined after notice and hearing by the Energy Commission or the Executive Director that gratuities were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the Energy Commission, with a view toward securing an Agreement or securing favorable treatment with respect to awarding or amending or making a determination with respect to performance of the Agreement; or
- 4) Significant change in Commission policy such that the work or product being funded would not be supported by the Energy Commission; or
- 5) Reorganization to a business entity unsatisfactory to the Energy Commission; or
- 6) The retention or hiring of subcontractors, or the replacement or addition of personnel that fail to perform to the standards and requirements of this Agreement.

B. Without Cause

The Energy Commission may, at its option, terminate this Agreement without cause in whole or in part, upon giving thirty (30) days advance notice in writing to the Contractor. In such event, the Contractor agrees to use all reasonable efforts to mitigate the Contractor's expenses and obligations hereunder. Also, in such event, the Energy Commission shall pay the Contractor for all satisfactory services rendered and expenses incurred within 30 days after notice of termination which could not by reasonable efforts of the Contractor have been avoided, but not in excess of the maximum payable under this Agreement.

12. **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 therein or by law. The failure of the Energy Commission to enforce at any time any of the provisions of this

ATTACHMENT 5

Contract, or to require at any time performance by Contractor of any of the provisions, shall in no way be construed to be a waiver of those provisions, nor in any way affect the validity of this Contract or any part of it or the right of the Energy Commission to thereafter enforce each and every such provision.

13. **CAPTIONS:**

The clause headings appearing in this Agreement have been inserted for the purpose of convenience and ready reference and do not define, limit, or extend the scope or intent of the clauses.

14. **PRIOR DEALINGS, CUSTOM OR TRADE USAGE:**

In no event shall any prior course of dealing, custom or trade usage modify, alter, or supplement any of these terms.

15. **NOTICE:**

Notice to either party may be given using the following delivery methods, certified mail, Federal Express, United Parcel Service, or personal delivery, providing evidence of receipt, to the respective parties identified on page one of this Agreement.

Delivery by fax or e-mail is not considered notice for the purpose of this Agreement. Notice shall be effective when received, unless a legal holiday for the State commences on the date of the attempted delivery. In which case, the effective date shall be postponed 24 hours, or whenever the next business day occurs.

16. **STOP WORK:**

The Contract Officer may, at any time, by written notice to Contractor, require Contractor to stop all or any part of the work tasks in this Agreement. Stop Work Orders may be issued for reasons such as a project exceeding budget, standard of performance, out of scope work, delay in project schedule, misrepresentations and the like.

- A. Compliance Upon receipt of such stop work order, Contractor shall immediately take all necessary steps to comply therewith and to minimize the incurrence of costs allocable to work stopped.
- B. Equitable Adjustment An equitable adjustment shall be made by Commission based upon a written request by Contractor for an equitable adjustment. Such adjustment request must be made by Contractor within thirty (30) days from the date of receipt of the stop work notice.
- C. Revoking a Stop Work Order Contractor shall resume the stopped work only upon receipt of written instructions from the Energy Commission Contract Officer canceling the stop work order.

17. **INTERPRETATION OF TERMS:** Any inconsistency between the terms of any exhibits shall be resolved in favor of Exhibit A, Scope of Work and Exhibit D, Special Terms and Conditions.

EXHIBIT E
Additional Provisions

1. **CONFIDENTIALITY**

A. Information Considered Confidential

If applicable, all Contractor information considered confidential at the commencement of this Agreement is designated in the Attachment to this Exhibit.

B. Confidential Deliverables: Labeling and Submitting Confidential Information

Prior to the commencement of this Agreement, if applicable, the parties have identified in the Attachment to this Exhibit, specific Confidential Information to be provided as a deliverable. All such confidential deliverables shall be marked, by the Contractor, as "Confidential" on each page of the document containing the Confidential Information and presented in a sealed package to the Commission Contracts Officer. (Non-confidential deliverables are submitted to the Accounting Office.) All Confidential Information will be contained in the "confidential" volume: no Confidential Information will be in the "public" volume.

C. Submittal of Unanticipated Confidential Information as a Deliverable

The Contractor and the Energy Commission agree that during this Agreement, it is possible that the Contractor may develop additional data or information not originally anticipated as a confidential deliverable. In this case, Contractor shall follow the procedures for a request for designation of Confidential Information specified in 20 CCR 2505. The Energy Commission's Executive Director makes the determination of confidentiality. Such subsequent determinations may be added to the list of confidential deliverables in the Attachment to this Exhibit.

D. Disclosure of Confidential Information

Disclosure of Confidential Information by the Energy Commission may only be made pursuant to 20 CCR 2506 and 2507. All confidential data, records or deliverables that are legally disclosed by the Contractor or any other entity become public records and are no longer subject to the above confidentiality designation.

2. **PROPOSAL INTERPRETATION:** This project shall be conducted in accordance with the terms and conditions of Commission Request for Proposal, Request for Proposals number 600-05-601, titled, California Mexico Border Energy Issues Analysis, Contractor's proposal dated _____ and this Agreement. The Contractor's proposal is not attached, but is expressly incorporated by reference into this Agreement. In the event of conflict or inconsistency between the terms of this Agreement and the Contractor's proposal, this Agreement shall be considered controlling.

3. **WORK AUTHORIZATION PROCESS:** The Energy Commission Contract Manager shall prepare a Work Authorization.(WA) directing the work the Contractor provides. All WA shall be in writing, numbered sequentially and approved by the Contractor's Project Manager and Commission's

Contract Manager before beginning work. The Energy Commission Contract Manager shall file all signed WA with the Energy Commission Contracts Office. Each WA shall detail the following:

1. Detailed scope of work and what task the WA falls within related to this Agreement, objective or goals, the technology area and identification of the Contract/subcontractor team.
 2. All significant materials to be developed or services delivered. Identification of any materials to be furnished by the Energy Commission to the Contractor. The due dates for materials or services performed under the WA. The time period for entire WA. Estimated budget including person hours, hourly rates, travel expenses, and total cost of the WA.
- A. The Energy Commission reserves the right to require the Contractor to stop or suspend work on any WA. The Energy Commission Contract Manager shall provide in writing to the Contractor's Project Manager notice of the date work is halted or suspended. Costs incurred to that date shall be reimbursed in accordance with the termination clause.
- B. The actual costs of a completed WA shall not exceed the authorized amount, except under the following condition:
- If, in the performance of the work, the Contractor determines that the actual costs will exceed the estimated costs, Contractor shall immediately notify the Energy Commission Contract Manager. Upon such notification, the Energy Commission Contract Manager may:
- 1) Alter the scope of the WA to accomplish the work within the estimated costs; or
 - 2) Augment the dollar amount of the WA via an amendment; or
 - 3) Authorize the Contractor to complete the work for the actual costs; or
 - 4) Terminate the WA.
- C. Each WA shall be incorporated into this Agreement. However, it is understood and agreed by both parties that all of the terms and conditions of this Agreement shall remain in force with the inclusion of any such WA. A WA shall in no way constitute an independent contract, other than as provided pursuant to this Agreement, nor in any way amends or supersedes any of the other provisions of this Agreement.

4. **CONTRACTOR VACANCIES:**

Contractor shall give priority consideration in filling vacancies in positions funded and during the term of this Agreement, to qualified recipients of aid under Chapter 2, commencing with Section 11200 of the Welfare and Institutions Code, in accordance with Article 3.9, commencing with Section 11349, of the Welfare and Institutions Code.

5. **CONFLICT OF INTEREST:**

- A. Contractor agrees to continuously review new and upcoming projects in which members of the Contractor team may be involved for potential conflicts of interest. Contractor shall inform the Contract Manager as soon as a question arises about whether a potential conflict may exist. The Contract Manager and Commission's Chief Counsel's Office shall determine what constitutes a potential conflict of interest. The Energy Commission reserves the right to redirect work and funding on a project if the Commission's Chief Counsel's Office determines that there is a potential conflict of interest.

- B. The Contractor shall submit an economic interest statement (Fair Political Practices Commission's Form 700) from each employee or subcontractor whom the Energy Commission's Chief Counsel's Office, in consultation with the Contract Manager, determines is a consultant under the Political Reform Act and, thus, subject to the requirements and restrictions of the Act. Such determination will be based on the nature and duration of the work to be performed by the employee or subcontractor. The determination as to who is a consultant under the Political Reform Act shall be requested by the Contract Manager before work by the employee or subcontractor begins. Each employee and subcontractor determined to be a consultant under the Political Reform Act shall be subject to the same disclosure category or categories applicable to the Commission staff who perform the same nature and scope of work as the consultant.
- C. No person, firm, or subsidiary thereof who has been awarded a consulting services contract may submit a bid for, nor be awarded a contract for, the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate in the end product of the consulting services contract. This does not apply to any person, firm, or subsidiary thereof who is awarded a subcontract of a consulting services contract which amounts to no more than 10 percent of the total monetary value of the consulting services contract.
- D. Bidding Activities:
- 1) Contractor and each subcontractor shall agree not to bid as an independent consultant on any of the following:
 - a) An RFP or project on which Contractor or any subcontractor has provided assistance under this Contract.
 - b) Every related RFP or subject that currently receives assistance or receives assistance during this Contract under _____ *[fill in program]* or intends to apply for such assistance under any of the above programs and makes that fact known to Contractor or Contractor team members.
 - 2) Reviewing, Evaluation & Assistance Activities

Contractor and each team member shall be disqualified from participating in the review, evaluation, or assistance of:

 - a) Any project seeking assistance under the programs listed above for which Contractor has become an independent consultant in a situation not covered by clause D.1; or,
 - b) Any project for which, within twelve (12) months prior to the start date of this Contract or at any time during this Contract, it has provided assistance under a separate contract to the project proponent that is seeking assistance for the same project under any of the above programs.
 - 3) Subcontractors

Contractor shall require each of its subcontractors at any level who will be involved in the performance of this Contract to agree to the above terms in a form to be approved by the Energy Commission Contract Manager, and shall furnish the

Energy Commission with evidence thereof. The terms of this paragraph shall remain in effect for the duration of this Contract.

1) Follow-on Contracts

No person, firm, or subsidiary thereof who has been awarded a consulting services contract, or a contract which includes a consulting component, may be awarded a contract for the provision of services, delivery of goods or supplies, or any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services contract. Therefore, any consultant that contracts with a state agency to develop a feasibility study or provide formal recommendations for the acquisition of EDP products or services is precluded from contracting for any work recommended in the feasibility study or the formal recommendation.

EXHIBIT F
Agreement Contact List

Commission Contract Manager: (Name), MS- California Energy Commission 1516 Ninth Street Sacramento, CA 95814 Phone Fax # e-mail: _____@energy.state.ca.us	Contractor Project Manager: (Name) (Contractor Name) Address Phone: Fax: e-mail:
Commission Contract Officer: (Name), MS-18 California Energy Commission 1516 Ninth Street Sacramento, CA 95814 Phone : (916) 654- Fax: (916) 654-4423 e-mail: estone@energy.state.ca.us Deliver confidential deliverables to this location only.	Contractor's Administrator/Officer: (Name) (Contractor Name) Address Phone: Fax: e-mail:
Invoices, Progress Reports and Non-Confidential Deliverables to: Accounting Office, MS-2 California Energy Commission 1516 Ninth Street Sacramento, CA 95814 Phone: Fax: e-mail: _____@energy.state.ca.us	
Legal Notices: Cheryl Raedel, MS-18 Manager, Contracts Office California Energy Commission 1516 Ninth Street Sacramento, CA 95814 Phone: 916-654-4392 Fax: 916-654-4423 e-mail: craedel@energy.state.ca.us	(contractor legal person)
	Contractor's Key Personnel: (Individual's Names listed)
	Key Subcontractors: (Company Names listed. Include names of individuals if they are key.)

*See reverse for program
description and
instructions for completing
this form.*

SECTION 1: SOLICITATION INFORMATION

BID NUMBER
AGENCY/DEPT.

This request form should be completed by bidders wishing to apply for TACPA preferences for this solicitation.

SECTION 2: REQUEST FOR 5% WORKSITE PREFERENCE *List the bidding firm and all suppliers and subcontractors who will work with the bidder to fulfil the terms of the contract. Indicate those firms for which the bidder is requesting worksite preference eligibility by providing the requested information. Attach additional pages if needed.*

NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
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NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
TOTAL LABOR HOURS ESTIMATED					
0.0					

[illegible]

SECTION 3: REQUEST FOR 1% - 4% WORKFORCE PREFERENCE

☐	I request a 1% preference for hiring eligible persons to perform 5 - 9.99% of the total contract labor hours
☐	I request a 2% preference for hiring eligible persons to perform 10 - 14.99% of the total contract labor hours
☐	I request a 3% preference for hiring eligible persons to perform 15 - 19.99% of the total contract labor hours
☐	I request a 4% preference for hiring eligible persons to perform 20% or more of the total contract labor hours

SECTION 4: CERTIFICATION

I hereby certify under penalty of perjury, that (1) the bidder is a California based company as defined in the TACPA regulations, (2) at least 50% of the labor hours required to manufacture the goods and to perform a contract for goods, or 90% of the labor hours required to perform a contract for services shall be performed at the eligible distressed area worksite(s) claimed in Section 2, (3) if applying for workforce preference, the bidder shall hire persons with a high risk of unemployment to perform the required contract labor hours as requested in Section 3, and (4) all information provided in this request is true, correct, and complete. Any person falsely certifying, willfully providing false information, omitting information, or failing to comply with the TACPA statute is subject to penalties, fines and possible loss of State contracting eligibility.

BIDDER'S SIGNATURE		PRINTED OR TYPED NAME	
TITLE	AREA CODE & PHONE NUMBER		DATE EXECUTED

TARGET AREA CONTRACT PREFERENCE ACT (TACPA) REQUEST

STD 830 (NEW. 5-99)

Program Description

The intent of the Target Area Contract Preference Act (TACPA) is to promote economic development and employment opportunities in distressed areas of the state by offering bidding preferences on qualified solicitations.

TACPA provides for two preferences: Worksite and Workforce.

Worksite Preference: Bidders may be eligible for a 5% bid preference on state goods and services contracts valued at more than \$100,000 if the worksite is located in a distressed area as designated by the State Office of Planning and Research.

TACPA allows state contracting officials to award the worksite preference when 50% of the labor hours required to manufacture the goods and to perform a contract for goods, or 90% of the labor hours required to perform a contract for services is performed at the approved worksites.

Workforce Preference: Companies qualifying for the 5% worksite preference may request an additional 1% - 4% workforce preference by certifying to hire a specified percent of their contract workforce from employees who are at high risk of unemployment as defined in California Government Code, Section 4532(f).

To request workforce preference, the bidder must first identify an eligible worksite.

TACPA bid preferences do not apply to contracts in which the worksite is fixed.

For more detail, see California Government Code, Section 4530 et seq. and California Code of Regulations, Title 2, Section 1896.30.

Other Bidding Preference Programs

In addition to TACPA, the State has other bidding preference programs for which you might qualify:

EZA - Enterprise Zone Act (up to a 9% bidding preference)

LAMBRA - Local Agency Military Base Recovery Area Act (up to a 9% bidding preference)

Small Business - Certified small businesses in California can receive a 5% bidding preference.

A non-certified small business that claims any combination of EZA, TACPA or LAMBRA preferences cannot use these preferences to displace a certified small business.

How the Bidding Preference Works

The TACPA bidding preference that you qualify for is used only for bid solicitation purposes, to a maximum of \$50,000. The preference does not alter the amount of the resulting contract.

If you qualify for more than one bidding preference (EZA, TACPA, LAMBRA, Small Business) the maximum preference allowed by law is 15% or \$100,000.

Reporting Requirements

Firms receiving TACPA preferences must report their labor hours. Reference the state contract on which you are bidding for specific reporting requirements.

How to Identify TACPA Locations

Contact the appropriate city or county planning and development office or your local Area Council of Governments and ask for the Census Tract and Block Group numbers for the firm or firms for which you are requesting worksite preference.

Then, contact the State of California, Department of General Services, Office of Small Business Certification and Resources at (916) 323-5478 and ask for the TACPA coordinator. The coordinator will tell you if the worksite is eligible.

Instructions for completing "Target Area Contact Preferences Act (TACPA) Request" on Reverse

Section 1: Enter the solicitation number and the name of the state department or agency offering the solicitation.

Section 2: Enter the requested information for 1) the bidding firm, and 2) all firms with whom the bidder will be subcontracting to perform the work required to complete this bid. You must list all firms, including the manufacturer, if applicable, not just those requesting worksite preference.

Firm's role in this bid: Enter the appropriate description indicating what job the listed firm will perform.

Tract and Block Numbers: See instructions above on how to obtain tract and block numbers.

Labor Hours Estimated: For each firm listed, estimate the total labor hours to be performed. Total the estimated hours for each firm and enter them into the box labeled "Total Labor Hours Estimated"

Criteria:

A: The firm is located in a California eligible distressed area.

B: The firm will establish a worksite in a California eligible distressed area.

C: MAP REQUIRED. The firm is located in a census tract block that, when attached to an eligible distressed area, forms a contiguous boundary. If you enter "C", you must attach a map showing the relationship of the requested area to the distressed area.

D: MAP REQUIRED. The firm will establish a worksite located in a census tract block that, when attached to an eligible distressed area, forms a contiguous boundary. If you enter "D", you must attach a map showing the relationship of the requested area to the distressed area.

E: GOODS ONLY. The firm will purchase the contract goods from a manufacturer located in an eligible distressed area.

F: GOODS ONLY/MAP REQUIRED. The firm will purchase contract goods from a manufacturer located in a census tract block that, when attached to a distressed area, forms a contiguous boundary. If you enter "F", you must attach map showing the relationship of the requested area to the distressed area.

Section 3: Select the appropriate box, indicating the percentage of workforce preference you are requesting. To request workforce preference, the bidder must first identify an eligible worksite.

Section 4: The Bidder must complete and sign the Certification.

*See reverse for program
description and
instructions for completing
this form.*

SECTION 1: SOLICITATION INFORMATION

BID NUMBER
AGENCY/DEPT.

This request form should be completed by bidders wishing to apply for EZA preferences for this solicitation.

SECTION 2: REQUEST FOR 5% WORKSITE PREFERENCE

SECTION 2: REQUEST FOR 5% WORKSITE PREFERENCE *List the bidding firm and all suppliers and subcontractors who will work with the bidder to fulfil the terms of the contract. Indicate those firms for which the bidder is requesting worksite preference eligibility by providing the requested information. Attach additional pages if needed.*

NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)					
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED			
NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)					
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NAME OF FIRM		FIRM'S ROLE IN THIS BID (Examples: Bidder, Manufacturer, Shipper, etc.)					
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED			
TOTAL LABOR HOURS ESTIMATED							0.0

SECTION 3: REQUEST FOR 1% - 4% WORKFORCE PREFERENCE

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SECTION 3: REQUEST FOR 1% - 4% WORKFORCE PREFERENCE

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| ☐ | I request a 1% preference for hiring eligible persons to perform 5 - 9.99% of the total contract labor hours |
| ☐ | I request a 2% preference for hiring eligible persons to perform 10 - 14.99% of the total contract labor hours |
| ☐ | I request a 3% preference for hiring eligible persons to perform 15 - 19.99% of the total contract labor hours |
| ☐ | I request a 4% preference for hiring eligible persons to perform 20% or more of the total contract labor hours |

SECTION 4: CERTIFICATION

I hereby certify under penalty of perjury, that (1) the bidder is a California based company as defined in the EZA regulations, (2) at least 50% of the labor hours required to manufacture the goods and to perform a contract for goods, or 90% of the labor hours required to perform a contract for services shall be performed at the designated enterprise zone worksite(s) claimed in Section 2, (3) if applying for workforce preference, the bidder shall hire persons living in a targeted employment area or who are enterprise zone eligible employees to perform the specified percent of total contract labor hours as requested in Section 3, and (4) all information provided in this request is true, correct, and complete. Any person falsely certifying, willfully providing false information, omitting information, or failing to comply with the EZA statute is subject to penalties, fines and possible loss of State contracting eligibility.

BIDDER'S SIGNATURE		PRINTED OR TYPED NAME	
TITLE	AREA CODE & PHONE NUMBER	DATE EXECUTED	

ENTERPRISE ZONE ACT (EZA) PREFERENCE REQUEST

STD 831 (NEW. 5-99)

Program Description

The intent of the Enterprise Zone Act (EZA) is to promote economic development and employment opportunities in designated enterprise zones by offering bidding preferences on qualified solicitations.

EZA provides for two preferences: Worksite and Workforce.

Worksite Preference: Bidders may be eligible for a 5% bid preference on state goods and services contracts valued at more than \$100,000 if the worksite is located in an enterprise zone as designated by the State Trade and Commerce Agency.

EZA allows state contracting officials to award the bid worksite preference when 50% of the labor hours required to manufacture the goods and to perform a contract for goods, or 90% of the labor hours required to perform a contract for services is performed at the approved worksites.

Workforce Preference: Companies qualifying for the 5% worksite preference may request an additional 1% - 4% workforce preference by certifying to hire a specified percent of their contract workforce employees from a targeted employment area, or from enterprise zone eligible employees.

To request workforce preference, the bidder must first identify an eligible worksite.

EZA bid preferences do not apply to contracts in which the worksite is fixed.

For more detail, see California Government Code, Title 1, Division 5, Chapter 12.8, Section 707 et seq. and California Code of Regulations, Title 2, Section 1896.100.

Other Bidding Preference Programs

In addition to EZA, the State has other bidding preference programs for which you might qualify:

TACPA - Target Area Contract Preference Act (up to a 9% bidding preference)
LAMBRA - Local Agency Military Base Recovery Area Act (up to a 9% bidding preference)
Small Business - Certified small businesses in California can receive a 5% bidding preference.

A non-certified small business that claims any combination of EZA, TACPA or LAMBRA preferences cannot use these preferences to displace a certified small business.

How the Bidding Preference Works

The EZA bidding preference that you qualify for is used only for bid solicitation purposes, to a maximum of \$50,000. The preference does not alter the amount of the resulting contract.

If you qualify for more than one bidding preference (EZA, TACPA, LAMBRA, Small Business) the maximum preference allowed by law is 15% or \$100,000.

Reporting Requirements

Firms receiving EZA preferences must report their labor hours. Reference the state contract on which you are bidding for specific reporting requirements.

How to Identify Enterprise Zone Locations

Contact the city or county economic development office or the State Trade and Commerce Agency at (916) 324-8211.

Instructions for completing "Enterprise Zone Act Preference Request" on Reverse

Section 1: Enter the solicitation number and the name of the state department or agency offering the solicitation.

Section 2: Enter the requested information for 1) the bidding firm, and 2) all firms with whom the bidder will be subcontracting to perform the work required to complete this bid. You must list all firms, including the manufacturer, if applicable, not just those requesting worksite preference.

Firm's role in this bid: Enter the appropriate description indicating what job the listed firm will perform.

Enterprise Zone Name: See instructions above on "How to Identify Enterprise Zone Locations."

Labor Hours Estimated: For each firm listed, estimate the total labor hours to be performed. Total the estimated hours for each firm and enter them into the box labeled "Total Labor Hours Estimated."

Criteria:

A: The firm is located in a California designated enterprise zone

B: The firm will establish a worksite in a California designated enterprise zone.

C: GOODS ONLY. The firm will purchase the contract goods from the manufacturer(s) located in a California designated enterprise zone.

Section 3: Select the appropriate box, indicating the percentage of workforce preference you are requesting. To request workforce preference, the bidder must first identify an eligible worksite.

Section 4: The Bidder must complete and sign the Certification.

*See reverse for program
description and
instructions for completing
this form.*

SECTION 1: SOLICITATION INFORMATION

BID NUMBER
AGENCY/DEPT.

This request form should be completed by bidders wishing to apply for LAMBRA preferences for this solicitation.

SECTION 2: REQUEST FOR 5% WORKSITE PREFERENCE

SECTION 2: REQUEST FOR 5% WORKSITE PREFERENCE *List the bidding firm and all suppliers and subcontractors who will work with the bidder to fulfill the terms of the contract. Indicate those firms for which the Bidder is requesting worksite preference eligibility by providing the requested information. Attach additional pages if needed.*

NAME OF FIRM		FIRM'S ROLE IN THIS BID (<i>Examples: Bidder, Manufacturer, Shipper, etc.</i>)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (<i>Examples: Bidder, Manufacturer, Shipper, etc.</i>)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (<i>Examples: Bidder, Manufacturer, Shipper, etc.</i>)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (<i>Examples: Bidder, Manufacturer, Shipper, etc.</i>)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (<i>Examples: Bidder, Manufacturer, Shipper, etc.</i>)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (<i>Examples: Bidder, Manufacturer, Shipper, etc.</i>)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (<i>Examples: Bidder, Manufacturer, Shipper, etc.</i>)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (<i>Examples: Bidder, Manufacturer, Shipper, etc.</i>)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (<i>Examples: Bidder, Manufacturer, Shipper, etc.</i>)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
NAME OF FIRM		FIRM'S ROLE IN THIS BID (<i>Examples: Bidder, Manufacturer, Shipper, etc.</i>)			
STREET ADDRESS	CITY	STATE	ZIP CODE	LABOR HOURS ESTIMATED	
		TOTAL LABOR HOURS ESTIMATED			0.0

[illegible]

SECTION 3: REQUEST FOR 1% - 4% WORKFORCE PREFERENCE

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|--------------------------|--|
| ☐ | I request a 1% preference for hiring eligible persons to perform 5 - 9.99% of the total contract labor hours |
| ☐ | I request a 2% preference for hiring eligible persons to perform 10 - 14.99% of the total contract labor hours |
| ☐ | I request a 3% preference for hiring eligible persons to perform 15 - 19.99% of the total contract labor hours |
| ☐ | I request a 4% preference for hiring eligible persons to perform 20% or more of the total contract labor hours |

SECTION 4: CERTIFICATION

I hereby certify under penalty of perjury, that (1) the bidder is a California based company as defined in the LAMBRA regulations, (2) at least 50% of the labor hours required to perform a contract for goods, or 100% of the labor hours required to perform a contract for services shall be performed at the designated Local Agency Military Base Recovery Area(s) claimed in Section 2, (3) if applying for workforce preference, the bidder shall hire persons living within a Local Agency Military Base Recovery Area to perform the specified percent of total contract labor hours as requested in Section 3, and (4) all information provided in this request is true, correct, and complete. Any person falsely certifying, willfully providing false information, omitting information, or failing to comply with the EZA statute is subject to penalties, fines and possible loss of State contracting eligibility.

BIDDER'S SIGNATURE		PRINTED OR TYPED NAME	
TITLE	AREA CODE & PHONE NUMBER		DATE EXECUTED

Program Description	Other Bidding Preference Programs	Instructions for completing "LAMBRA" Preference Request on Reverse
The intent of the Local Agency Military Base Recovery Area (LAMBRA) Act is to promote economic development and employment opportunities in designated LAMBRAS by offering bidding preferences on qualified solicitations. The LAMBRA Act provides for two preferences: Worksite and Workforce. <i>Worksite Preference:</i> Bidders may be eligible for a 5% bid preference on state goods and services valued at more than \$100,000 if the worksite is located in a LAMBRA as designated by the State Trade and Commerce Agency. LAMBRA allows state contracting officials to award the bid worksite preference when 50% of the labor hours required to perform a contract for goods, or 100% of the labor hours required to perform a contract for services is performed at the approved worksites. <i>Workforce Preference:</i> Companies qualifying for the 5% worksite preference may request an additional 1% - 4% workforce preference by certifying to hire a specified percent of their contract workforce employees from those designated as LAMBRA qualified individuals. (See Assembly Bill 3: Chapter 1012, 9/30/98). To request workforce preference, the bidder must first identify an eligible worksite. LAMBRA bid preferences do not apply to contracts in which the worksite is fixed. For more detail, see California Government Code, Section 7118 et seq., and California Code of Regulations, Title 2, Section 1896.100. et seq.	In addition to the LAMBRA Act, the State has other bidding preference programs for which you might qualify: TACPA - Target Area Contract Preference Act (up to a 9% bidding preference) EZA -Enterprise Zone Act (up to 9% bidding preference) Small Business - Certified small businesses in California can receive a 5% bidding preference. A non-certified small business that claims any combination of EZA, TACPA or LAMBRA preferences cannot use these preferences to displace a certified small business. How the Bidding Preference Works The LAMBRA bidding preference that you qualify for is used only for bid solicitation purposes, to a maximum of \$50,000. The preference does not alter the amount of the resulting contract. If you qualify for more than one bidding preference (EZA, TACPA, LAMBRA, Small Business) the maximum preference allowed by law is 15% or \$100,000. Reporting Requirements Firms receiving LAMBRA preferences must report their labor hours. Reference the state contract on which you are bidding for specific reporting requirements. How to Identify LAMBRA Locations Contact the State Trade and Commerce Agency at (916) 324-8211.	Section 1: Enter the solicitation number and the name of the state department or agency offering the solicitation. Section 2: Enter the requested information for 1) the bidding firm, and 2) all firms with whom the bidder will be subcontracting to perform the work required to complete this bid. You must list all firms, including the manufacturer, if applicable, not just those requesting worksite preference. <i>Firm’s role in this bid:</i> Enter the appropriate description indicating what job the listed firm will perform. <i>Military Base Recovery Area Name:</i> See instructions above on “How to Identify LAMBRA Locations.” <i>Labor Hours Estimated:</i> For each firm listed, estimate the total labor hours to be performed. Total the estimated hours for each firm and enter them into the box labeled “Total Labor Hours Estimated.” <i>Criteria:</i> A: The firm is located in a California designated LAMBRA. B: The firm will establish a worksite in a California designated LAMBRA. C: GOODS ONLY. The firm will purchase the contract goods from the manufacturer(s) located in a LAMBRA. Section 3: Select the appropriate box, indicating the percentage of workforce preference you are requesting. To request workforce preference, the bidder must first identify an eligible worksite. Section 4: The Bidder must complete and sign the Certification.