

Solicitation 11PS5946

Thirty-Three Percent Renewables Portfolio (RPS)

Cost Containment

State of California

Bid 11PS5946

Thirty-Three Percent Renewables Portfolio (RPS) Cost Containment

Bid Number **11PS5946**
Bid Title **Thirty-Three Percent Renewables Portfolio (RPS) Cost Containment**

Bid Start Date **Dec 15, 2011 8:06:13 AM PST**
Bid End Date **Feb 10, 2012 3:00:00 PM PST**
Question & Answer End Date **Jan 7, 2012 3:00:00 PM PST**

Bid Contact **Ann B White**
Contract Officer / AGPA
415-355-4994
ABW@cpuc.ca.gov

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Description

In this Request for Proposal-Secondary, the California Public Utilities Commission's (CPUC or Commission) Energy Division staff (Staff) solicits competitive bids for qualified bidders for a five-year contract to assist Staff to design, evaluate, develop, implement, and refine a cost containment methodology for RFP 11PS5946 for Thirty-Three Percent Renewables Portfolio Standard (RPS) Program. A designated Staff member from Energy Division will manage the Scope of Work and act as the CPUC Project Manager.

STATE OF CALIFORNIA

EDMUND G. BROWN JR., Governor

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE

SAN FRANCISCO, CA 94102-3298

**REQUEST FOR PROPOSAL-Secondary
Notice to Prospective Proposers
RFP 11PS5946****for****Thirty-Three Percent Renewables Portfolio Standard (RPS) Cost Containment**

December 14, 2011

You are invited to review and respond to this Request for Proposal (RFP) - Secondary, entitled RFP 11S59463 for Thirty-Three Percent Renewables Portfolio Standard (RPS) Cost Containment. In submitting your proposal, you must comply with these instructions stated in the RFP.

Please note that all agreement entered into with the State of California will include by reference General Terms and Conditions (GTC-610) and Contractor Certification Clauses (CCC-307) available at www.documents.dgs.ca.gov/ols/GTC610.doc and www.documents.dgs.ca.gov/ols/CCC-307.doc. These documents are also included within this RFP. All other referenced web addresses, regulations, order and statutes cited in this RFP are incorporated into the RFP, and it is the Bidders' responsibility to look up and understand those references.

In the opinion of the California Public Utilities Commission (Commission or CPUC), this Secondary RFP is complete and without need of explanation. However, if you have any RPS program questions and/or contract related questions, or need any clarifying information, please provide your written questions via email the RFP representatives:

Ms. Brenda Cochran, Contracts Manager and Procurement Official

California Public Utilities Commission

Information Technology and Management Services Division

505 Van Ness Avenue, Room 2005

San Francisco, CA 94102

Phone: (415) 703-2960

E-Mail: brenda.cochran@cpuc.ca.gov**Jason Simon, Project Manager**

California Public Utilities Commission

Energy Division

505 Van Ness Avenue, 4th Floor

San Francisco, CA 94102

Phone (415) 703-5906

E-Mail: jason.simon@cpuc.ca.gov

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



Jason Simon, Project Manager
Energy Division

California Public Utilities Commission



Request for Proposal (RFP)– Secondary

RFP 11PS546

Thirty-Three Percent Renewables Portfolio Standard (RPS) Cost Containment

December 14, 2011

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1. Purpose and Description of Services

In this Request for Proposal (RFP) - Secondary, the California Public Utilities Commission's (CPUC or Commission) Energy Division staff (Staff) solicits competitive bids for qualified bidders for a five-year contract to assist Staff to design, evaluate, develop, implement, and refine a cost containment methodology for RFP11PS5946 for Thirty-Three Percent Renewables Portfolio Standard (RPS) Program. A designated Staff member from Energy Division will manage the Scope of Work and act as the CPUC Project Manager.

A. RPS COST CONTAINMENT BACKGROUND

Senate Bill (SB) 1x 2¹ was enacted by the California Legislature and signed by the Governor on April 12, 2011. SB 1x 2 makes numerous changes to California's Renewables Portfolio Standard (RPS) program, most notably extending the RPS goal from 20% of retail sales of all California retail sellers² by the end of 2010 to 33% of retail sales for retail sellers and publicly owned utilities by the end of 2020. SB 1x 2 also modifies many details of the RPS program, including the cost containment methodology.

Pursuant to the new Public Utilities Code § 399.15(c), the CPUC is required to develop a limitation on the total RPS costs for each electrical corporation. The cost limitation shall rely on:

- (1) The most recent renewable energy procurement plan.
- (2) Procurement expenditures that approximate the expected cost of building, owning, and operating eligible renewable energy resources.
- (3) The potential that some planned resource additions may be delayed or canceled.

The cost limitation must also prevent disproportionate rate impacts, credit all procurement that is used to comply with the RPS towards the limitation, and exclude any indirect procurement expenses.

In addition, SB 1x 2 requires the CPUC to track the costs expended on the RPS and other renewable energy programs and to report to the Legislature on these costs and the state's progress towards meeting the RPS goals within the adopted cost limitation. These reporting requirements include: 1) a report issued on January 1 of every even numbered year on the ability of each electrical corporation to meet the RPS procurement requirements under the cost limitations and any recommendations for revisions of those cost limitations, 2) a report issued each February regarding revenue requirement impacts, costs saved and costs incurred from the RPS, and 3) a report issued no later than January 1, 2016, assessing whether each utility can achieve the RPS by 2020 within the adopted cost limitations. In this report, the Commission may propose revisions to change the cost limitation, which could take effect by January 1, 2017. This contract will support the CPUC in developing the cost containment mechanism and assessing the data for subsequent reporting.

B. SCOPE OF WORK

a) Work Product Specifications (Preliminary Work Plan)

¹ Simitian, stats. 2011, ch. 1

² Retail sellers include investor owned utilities (IOUs), electric service providers (ESPs) and community choice aggregators (CCAs).

The Preliminary Work Plan included in this RFP is a draft concept based on Staff's initial assessment of the task(s) at hand and possible approaches. The Preliminary Work Plan presented below is intended to provide bidders with an initial project concept for purposes of assembling a competitive team and documenting desired qualifications.

Each of the proposed task areas described in this section is subject to change once the contract is awarded. Bidders are encouraged to submit a Work Plan that provides comment and critique, suggests modifications, proposes creative ideas, and demonstrates thorough and insightful analysis and problem solving in response to the Preliminary Work Plan vis-à-vis Staff's stated objectives.

Task 1: Assistance Developing a Cost Limitation Methodology for each Electrical Corporation on Procurement Expenditures for all RPS-eligible Procurement

The first task of the selected consultant(s) will be to assist Energy Division in the development of a cost limitation methodology for each electrical corporation. The consultant will also provide technical assistance to staff and help vet the analysis through a stakeholder process, which may include presenting the results at a CPUC workshop, reviewing stakeholder comments, and incorporating stakeholder comments into the analysis. Some questions to address when considering methodologies for development of the cost limitation will be:

- 1.) What data sources are appropriate for approximating "the expected cost of building, owning, and operating eligible renewable energy resources", as defined in SB 1x 2?
- 2.) What procurement years should the cost limitation cover, given that the 33% RPS requirement will continue in every year after 2020?
- 3.) To what reference year should the cost limitation be pegged?
- 4.) Should the cost limitation include any costs already incurred from previously executed RPS contracts?
- 5.) How should the cost limitation consider the expenses for utility-owned generation?
- 6.) SB 1x 2 requires that the procurement expenditures tracked against the cost limitation "not include any indirect expenses, including imbalance energy charges, sale of excess energy, decreased generation from existing resources, transmission upgrades, or the costs associated with relicensing any utility-owned hydroelectric facilities" (Pub. Util. Code §399.15(d)(3)). However, in order to ensure compliance with SB 2's requirement to "prevent disproportionate rate impacts" (Pub. Util Code § 399.15(d)(1)) and to fulfill the Commission's overarching responsibility to ensure just and reasonable rates, should the CPUC use information about the indirect costs associated with various potential RPS resource mixes – varying levels of integration and transmission costs, for example – in order to inform the establishment of the cost limitation on direct renewable procurement expenditures?
- 7.) How will the cost limitation be used to inform and influence other relevant RPS processes and methodologies such as the annual procurement plans (as required by Pub. Util. Code § 399.15.(a)(1)), the least-cost and best-fit bid selection process (as required by Pub. Util.

Code § 399.13(a)(4)(A)), and minimum margin of over procurement (as required by Pub. Util. Code § 399.13(a)(4)(D))?

- 8.) How should the cost limitation methodology account for the risk of project failure?
- 9.) How should the cost limitation methodology account for the governor's Executive Order S-06-06 that promotes the use of bioenergy?
- 10.) Should the cost containment limitation methodology take into consideration the value of resource diversification?

Task 2: Assistance Developing a Mechanism for Tracking Procurement Expenditures Against the Adopted Limitation and Forecasting Future Procurement Expenditures

The second task of the consultant(s), likely developed concurrently with the first, would be to develop a mechanism for tying the RPS procurement process to the adopted cost limitation. This task would involve developing a tool to track each electric corporation's relevant procurement costs against the cost limitation.

Under this task, the consultant(s) would develop the methodology and analytical tools (spreadsheet models, Advice Letter and reporting templates, etc.) and provide technical assistance necessary for the CPUC to:

- Track each electrical corporation's expenditures towards the entity's approved cost limitation;
- Undertake an informed review of any new proposed RPS contract, considering the contracting corporation's existing contractual commitments and the proposed contract's contribution to the corporation's cost limitation and RPS obligation;
- Fulfill the following requirement under SB 1x 2: "No later than January 1, 2016, the commission shall prepare a report to the Legislature assessing whether each electrical corporation can achieve a 33-percent renewables portfolio standard by December 31, 2020, and maintain that level thereafter, within the adopted cost limitations. If the commission determines that it is necessary to change the limitation for procurement costs incurred by any electrical corporation after that date, it may propose a revised cap consistent with the criteria in subdivisions (c) and (d). The proposed modifications shall take effect no earlier than January 1, 2017." (Pub. Util. Code §399.15(e)(1))
- Assist in reporting to the Legislature by January 1 in every even-numbered year, in consultation with the Energy Commission, the projected ability of each electrical corporation to meet the RPS requirements under the cost limitations in subdivision (d) of Section 399.15 and any recommendations for revisions of those cost limitations.
- Vet the spreadsheet models, templates, etc. through a stakeholder process, including presenting the results at a CPUC workshop, reviewing stakeholder comments, and incorporating stakeholder comments into the analysis or final reports.

Questions to be addressed in the completion of this task would include, but are not limited to:

- 1.) If the cost limitation is based on actual procurement expenditures, what would be the mechanism for ensuring that all procurement costs *actually paid* by the corporation – those recorded in Energy Resource Recovery Accounts or elsewhere – are counted towards the limitation, given fluctuations in renewable energy generation year-over-year and other factors?
- 2.) How should each electrical corporation's running tally of *expected future* procurement expenditures be calculated in order to maximize the chances of meeting the RPS targets in each compliance period and minimize the chances of exceeding the cost limitation, considering procurement already approved for future cost recovery? How should the running tally account for the expectation that some percentage of signed contracts will be delayed or cancelled, that some contracts with existing generation facilities may expire and be renegotiated within the period covered by the cost limitation, that some contracts have price adjustments for certain factors, etc.?
- 3.) In what format should the IOUs report actual and expected costs, leveraging existing reporting tools as much as possible?
- 4.) What steps should the CPUC take when reviewing contracts to ensure that the cost limitation is not exhausted prematurely due to the execution of contracts at costs significantly higher than those assumed in the development of the limitation?
- 5.) If indirect costs of various renewable resource mixes were considered when establishing the cost limitation, should the actual indirect costs realized to date be reviewed when performing the evaluation required under Pub. Util. Code §399.15(e)(1) and considering any necessary revisions to the limitation?

Task 3: Assistance Developing a Methodology for Reporting on Costs and Savings as Required under SB 1x 2, and Contribution to Annual Reporting Requirements

SB 1x 2 adds Pub. Util. Code §910, which requires the CPUC to report to the legislature by February 1 of each year on several categories of costs, including direct RPS procurement costs and several types of indirect costs, and costs associated with other distributed and renewable generation programs. The statute further requires that the CPUC report on any costs saved or avoided as a result of the RPS and other distributed and renewable generation programs.

Under this task, the consultant(s) would identify the types of costs and savings included in each of the categories listed in the statute, and develop a methodology for estimating each:

- (1) All electrical corporation revenue requirement increases associated with meeting the renewables portfolio standard, as defined in Section 399.12, including direct procurement costs for eligible renewable energy resources and renewable energy credits, administrative expenses for procurement, expenses incurred to ensure a reliable supply of electricity, and expenses for upgrades to the electrical transmission and distribution grid necessary to the delivery of electricity from eligible renewable energy resources to load.

- (2) All cost savings experienced, or costs avoided, by electrical corporations as a result of meeting the renewables portfolio standard.
- (3) All costs incurred by electrical corporations for incentives for distributed and renewable generation, including the self-generation incentive program, the California Solar Initiative, and net energy metering.
- (4) All cost savings experienced, or costs avoided, by electrical corporations as a result of incentives for distributed and renewable generation.

The consultant(s) would be expected to develop and document the costs and savings estimation methodology, perform the estimation, and contribute substantially to the writing of the reports each year. The consultant would also be expected to vet the analysis and reports through a stakeholder process, which may include presenting the results at a CPUC workshop, reviewing stakeholder comments, and incorporating stakeholder comments into the analysis or final reports. In subsequent years, however, it is expected that CPUC staff would lead the analysis and draft the annual report. Thus, the methodology and tools developed under this task must be robust, transparent, and easily transferable to CPUC staff.

b) Project Management Specifications

The following are project management specifications characterizing the desired qualifications of the winning bidder, and setting forth expectations of contractor work performance under contract.

- (1) Provide and implement a well-organized and complete plan for all activities, tasks, and milestones.
- (2) Monitor the schedule, budget, and specifications.
- (3) Monitor resources and expenditures to ensure fulfillment of project goals and objectives within the approved budget.
- (4) Acquire approval from the CPUC's Project Manager for all work performed.
- (5) Acquire approval from the CPUC's Project Manager for expenditures that were not individually listed in the Cost Sheet.
- (6) Maintain a working knowledge of RPS and relevant CPUC policies.
- (7) Carry out provisions of the contract within specifications, budget, and schedule.
- (8) Identify problems in a timely manner and recommend and implement solutions.
- (9) Meet regularly with CPUC staff as required by the CPUC's Project Manager to discuss progress, needs, problems, solutions and deliverables.

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- (10) Monitor and track quality of performance, staff, subcontractors, and other relevant factors to ensure contract compliance and excellence.
- (11) Interact with the CPUC Project Manager and technical staff professionally and efficiently.
- (12) Understand and satisfy CPUC's administrative processes efficiently.
- (13) Respond to the identified workload in a timely manner and consistently meet all work product and event deadlines.
- (14) Provide competent and qualified experts in all technical and administrative areas identified in this RFP and that may be needed in the future.
- (15) Meet the terms of the Agreement in a cost-competitive manner.

Once a contract has been awarded and the contractor will be required to submit a Detailed Work Plan that includes a plan for performing the project management specifications, according to the following guidance:

- (1) For each major task, activity, or milestone, outline all steps involved, indicating individuals assigned, resources allocated, level of criticality and hierarchical relationship to all other tasks, steps, activities, and milestones. Indicate allocation of resources, including personnel and materials, in relationship to bidders' overall enterprise, identifying any potential areas of concern. Tasks, activities, and milestones should be specific, measurable, assignable, realistic, and time-related.
- (2) A chart listing the tasks, activities, and milestones associated with the completion of this project along with their scheduled start and completion dates
- (3) A project organizational chart listing all personnel who will be assigned to this project, their titles and allocated hours, and their percentage of time allocated to this contract, including the personnel of sub-contractors
- (4) Job descriptions for all personnel types, including subcontractors' personnel
- (5) A plan for ensuring the effectiveness of the sub-contractor(s) -- State the tasks, activities, milestones, and achievements to be measured, how they will be measured, and the penalty associated with the task, activity, milestone, or achievement should the sub-contractor(s) fail to perform any of them.
- (6) A plan for staying up-to-date on RPS-related CPUC and other state policies, and all other information necessary to ensure a high quality work product.
- (7) Identify the risks associated with fully performing the Scope of Work and, if necessary, develop a plan to mitigate or address those risks.

c) Reporting Specifications

(1) **Budget/Invoice Reports** -- Provide detailed budget/invoice reports in hard copy and in Microsoft Excel format. Budget/invoice reports are due to the CPUC's Project Manager no later than the 5th of each month.

- Each invoice shall include sufficient detail to relate the costs therein to the work performed. Specifically, invoices shall detail the amount of time each contractor spends on each task or subtask. All invoices will require the review and approval of the CPUC's Project Manager or designee for payment. All expenses must be proven with documentation as being necessary for, and related to, the work tasks required in the contract. Justification for the expenses must clearly and explicitly connect each expense to work tasks outlined in the contract to ensure full payment.
- On a monthly basis, the contractor will mail or deliver a signed original invoice and two copies of the invoice clearly indicating, at a minimum, the contractor name, Federal tax identification number, business address, email address and business telephone number of contact individual, State contract number, any internal account number, dates of service and billing period to the CPUC's contracts office.
- If any questions or concerns arise from the budget/invoice reports posed by the CPUC's Project Manager or its designee, the contractor must respond to them within two business days to ensure full payment.
- Each budget/invoice report must include the expenses for the month of the invoice, the monthly expenses prior to the month of the invoice, and remaining funds from the budget.
- The format and content of the invoice shall be determined upon award of the contract by the CPUC's Project Manager in collaboration with the contractor.

(2) **Project Coordination Meetings** – Hold project meetings on a schedule to be determined.

(3) **Quarterly Progress Reports** -- Provide detailed, quarterly, written and verbal progress reports, according to a schedule to be determined, and additionally upon request. The format and content of the progress reports shall be determined upon award of the contract by the CPUC's Project Manager in collaboration with the contractor.

(4) **Oral Presentations** -- Make oral presentations to the Staff, parties, and/or other groups. Presentations may entail an overview of work activities, progress reports, work product

deliverables, or other information upon request. Topics for oral presentation are subject to the CPUC's Project Manager's approval.

- (5) **Sub-contractor Records** -- Require sub-contractors to maintain data and submit reports to prime contractor sufficient in scope and detail to enable contractor to incorporate sub-contractor activities into overall progress reports and presentations.
- (6) **Report(s)** – Construct draft report outlines, submit for ED staff review/approval, write draft reports based on approved (final) outlines, submit draft reports for ED staff review, make required changes to draft reports, and submit final reports to the satisfaction of ED staff.

2. Term of Contract

The term for the contract detailed in this RFP will be for a five-year term.

3. Maximum Bid

The maximum value of this contract will not exceed One Million and 00/100 Dollars (\$1,000,000.00). Bidders cannot bid more than this amount.

4. Bidder Questions

Bidders requiring clarification of the intent or content of this RFP or on procedural matters regarding the competitive bid process may request clarification by submitting written questions via email with the subject line "Questions Relating to RFP 11PS5946" to the following RFP representatives:

Ms. Brenda Cochran, Contracts Manager and Procurement Official

California Public Utilities Commission

Information Technology and Management Services Division

505 Van Ness Avenue, Room 2005

San Francisco, CA 94102

Phone: (415) 703-2960

E-Mail: brenda.cochran@cpuc.ca.gov

Mr. Jason Simon, Project Manager

California Public Utilities Commission

Energy Division

505 Van Ness Avenue, 4th Floor

San Francisco, CA 94102

Phone (415) 703-5906

E-Mail: jason.simon@cpuc.ca.gov

- Questions must be submitted in writing via email to both RFP representatives indicated above.

- Only questions submitted in writing to and answered in writing by the RFP representatives indicated above shall be binding and official.

To ensure a response, questions must be received, in writing, by the scheduled date(s) given in RFP Section 6.1 Key Action Dates. Questions received after the dates indicated will only be answered by the CPUC as time allows as solely determined by the CPUC, and therefore may remain unanswered. Question and Answer sets will be provided to all potential Bidders via posting on the commercial website www.bidsync.com without identifying the submitters. At the sole discretion of the State, questions may be paraphrased by the State for clarity.

It is each Bidder's responsibility to:

- Carefully read the entire RFP, including all referenced web addresses, regulations, orders and statutes cited in this RFP.
- If clarification is necessary, ask appropriate questions in writing by the submission date.
- Submit all required responses, completed to the best of the Bidder's ability, by the required dates and times.
- Make sure that all procedures and requirements of the RFP are accurately followed and appropriately addressed.
- Carefully reread the entire RFP before submitting a proposal.

Only written questions and written answers released by the RFP representatives shall be binding upon the Bidders and the State. Oral answers shall not be binding on the State.

5. Bidders' Required Experience and Qualifications

- Experience vetting deliverables through stakeholder processes
- Knowledge of the RPS program and long-term procurement planning proceeding
- Knowledge of CPUC process and procedures
- In good standing and qualified to conduct business in California
- Experience with similar types of contracts that were successfully concluded and/or are in progress by the bidder and its possible sub-contractors
- Experience professionally copy-editing documents

Bidders may form teams to bid on the scope of work indicated in Exhibit A of this RFP. However, if a team approach is used, all team members and subcontracting firms must be identified in the bidder's proposal. If a team is selected, the CPUC Contract Manager must approve any proposed substitution of team members and subcontracting firms in writing before any substitution occurs. The bidder responding to this RFP must serve as the Prime Contractor.

6. Proposal Requirements and Information

The following subsections provide the information, instructions, and required components of this RFP's responses necessary to participate in this RFP process.

6.1 Key Action Dates

The following table indicates key dates of this RFP process. Any proposal received after the Final Proposal Due date and time will be rejected. Key Action Dates subsequent to the date of "Final proposals due" are subject to change at the Commission's discretion without issuing an addendum to this RFP.

	Key Action	Date	Time
1.	RFP is released	12/14/2011	
2.	Bidder's Written Questions Submittal Deadline	1/7/2012	3:00 pm Pacific Time
3.	Answers to Questions Provided by the CPUC	1/14/2012	3:00 pm Pacific Time
4.	Final Proposals Due	2/10/2012	3:00 pm Pacific Time
5.	Phase I – Final Proposals Compliance Check and Technical Evaluation	2/10/2012 through 2/24/2012	
6.	Phase II – Bidder Interviews and Presentations	2/27/2012 through 3/9/2012	
7.	Phase III – Cost Evaluation	3/12/2012 through 3/23/2012	
8.	"Intent to Award" and protest – public posting.	3/30/2012	
9.	Protest Period Ends	4/6/2012	
10.	Contract Award Date	4/12/2012	
11.	Contract Execution and DGS Approval	4/13/2012 through 5/25/2012	
12.	Contract Commencement Date	5/28/2012	

6.2 Work Plan and Work Schedule Requirements

The proposer shall develop a work plan or schedule for task completion consistent with the scope of work requirements described in Scope of Work.

6.3 Addendum

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

6.4 Confidentiality

Providing **cost information** in a bid prior to the date and time specified under the Key Action Dates for submission of the Final Proposals will result in bid rejection and exclusion from further participation in this procurement.

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

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

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

6.5 Required Information for Evaluation

6.5.1 Phase I – Scored Technical Requirements

Bidders must submit Proposal Checklist (see Attachment 1) and all applicable items listed in this checklist for Phase I evaluation. The items listed in Proposal Checklist include, but are not limited to, the following information:

Bidder's Business Information

Indicate your organization's full name, address, and, if applicable, the branch office and any subcontractors that will perform or assist in performing any of the work. Please also designate persons authorized to act on behalf of your organization during contract negotiations and state your earliest available starting date.

Conflict of Interest Statement

Bidders shall submit a Conflict of Interest Statement (see Attachment 2) attesting that it does not have any of the disqualifying interests described below. Bidder shall also explicitly state whether it has or doesn't have any potential for conflict of interest and how it will monitor and detect any future conflict of interest during the audit.

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An awarded contract to a winning bidder as a result of this RFP meets the definition of a consultant services contract under State Contract Manual §3.02A: "A consultant service contract is a services contract of an advisory nature that provides a recommended course of action or personal expertise."

According to State Contract Manual §7.10, consultants may be required to report economic interest; may be prohibited from receiving gifts; and/or may be disqualified from participating in certain decisions. Covered consultants may include "individuals who perform the same or substantially all the same duties for the agency that would otherwise be performed by an individual hold a position specified in the agency's Conflict of Interest Code under Government Code 87302."

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

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

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

Former State Employees (PCC §10411):

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

Organization Chart and Project Personnel

Bidder should provide an organization chart depicting the relationships between the project manager, key personnel, support staff, and other resources that are expected to be involved in the work described in this RFP. The organization chart should also indicate which aspects of the work each person will be responsible for and the approximate percentage of time that he or she will devote to the work.

Resume of Proposed Team Members

Bidder should provide up-to-date and useful resumes of all proposed team members (key personnel and support staff) shown on the aforementioned organization chart. The resumes should contain

descriptions of the team members' experience and qualifications as required in Section 5 Bidders' Required Experience and Qualifications. Descriptions must demonstrate how experiences and qualifications of the team members are comparable and relevant to the scope of work described in the RFP. Descriptions which are limited to "participated" or "assisted in" are of no value in determining the qualifications and experience of the team members and will not be considered. Resumes of the team members who are not shown on the organization chart or shown without specific duties will not be considered.

Written Proposal

Bidders will be evaluated on their written proposal addressing the scope of work in Section 1.

Experience and Qualifications

To demonstrate the qualifications of the Bidder, Bidder should:

1. Describe all applicable qualifications and special capabilities of Bidder's proposed project team for performing the scope of work indicated in Exhibit A of this RFP in a straightforward and concise manner.
2. Provide a detailed description of the past experience of Bidder's proposed project team and any subcontractors in performing tasks similar to that described in the scope of work of this RFP. Bidders must demonstrate how their experiences are comparable and relevant to the scope of work described in the RFP.
3. Provide no more than two samples of reports for similar policy analysis successfully performed by Bidder's proposed team members within the last five years.
4. Provide at least three (3) references from clients within the last eight years by Bidder's proposed team members, particularly those associated with the proposed project leadership for this RFP, including dates of performance, names of clients, reference contact information, and the name(s) and role(s) of the referenced team member(s). Please use the form of Proposer References in Attachment 3.

6.5.2 Phase II – Interview Requirements

Phase II will consist of interviews with bidders. Bidders will be contacted for an oral interview and presentation occurring within the dates indicated under the Schedule. Interviews will be conducted by the same evaluation committee that assessed the written proposals. At a minimum, the bidder's project manager and the bidder's signatory must appear in person at the interview. Any bidder who arrives later than ten minutes past the time scheduled for its interview, fails to appear, or is otherwise unavailable will be cause for bid rejection. Travel costs incurred by the bidder in this phase will be for the account of the bidder, will not be reimbursed by the State, and must not be included in the Cost Sheet.

Each bidder may be posed questions pertaining, but not limited, to the following areas:

- Bidders' qualifications
- Bidder's work plan evaluation
- Bidder's presentation

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In addition, bidders are required to make presentations and answer interview questions pertaining, but not limited to, the following topics:

1. Why should the CPUC hire the Bidder?
2. Work Plan
 - a. Goals, objectives, service demands, and required deliverables identified in Exhibit A of this RFP.
 - b. Bidder's approaches to accomplish the scope of work identified in Exhibit A of this RFP.
 - c. Total time spent on each of the following audit stages: Planning, Internal Controls, Testing, and Reporting.
 - d. Timelines for performance and deliverables
 - e. Ability to handle and resolve unanticipated complications and delays without interrupting the delivery of services.
 - f. Monitoring process to ensure that all services are successfully performed and that the objective, goals, and requirements are met.
3. Resources
 - a. Fitting the scope of work identified in this RFP into the Bidder's existing obligations.
 - b. Bidder's proposed team leader and members and their experience and professional qualifications.
4. Others

6.5.3 Phase III – Cost Detail Format and Requirements

Bidders must submit their bids using the format of Cost Proposal Worksheet in Attachment 9 of this RFP. In accordance with RFP Section 6.6 Submission of Proposal, the bid cost information must be submitted in a **sealed envelope separate from the proposal package**. The proposed work should be broken down into the outline in Work Plan and Work Schedule for the purpose of this proposal.

6.6 Submission of Proposal

1. Content of Proposal Submission:

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

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

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

Note: DARS Contracting Act Certification (Attachment 7)

PCC §§ 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company

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to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal (see Attachment 7.)

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

2. The proposal package should be prepared in the least expensive method. Expensive bindings, color displays, promotional materials, et cetera, are neither necessary nor desired. Bidders are encouraged to concentrate on conformity with RFP instructions, responsiveness to RFP requirements and the clarity and completeness of the bid's content.
3. All proposals must be submitted under sealed cover and received by the CPUC by the Final Proposals Due date as identified in Key Action Dates. Proposals received after this date and time will not be considered.
4. A minimum of 5 copies of the proposal, along with the original, must be submitted.
5. The original proposal must be marked "MASTER COPY." All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.
6. The proposal envelopes must be plainly marked with this RFP number and title, your firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

Your Firm's Name
Your Firm's Address
City, State and Zip Code
RFP # 11PS5946
CPUC Thirty-Three Percent RPS Cost Containment
DO NOT OPEN

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

The bid price and all cost information must be submitted in a separate sealed envelope. The envelope should be affixed to the outside of the proposal package and marked "Do Not Open – Costs for CPUC Thirty-Three Percent RPS Cost Containment – RFP 11PS5946."

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

7. All proposals shall include the documents identified in RFP Section 6.5 Required Information for Evaluation. Proposals not including the proper "required attachments" shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.

Mail proposals to the following address:

Attention: Brenda Cochran, Contracts Office
California Public Utilities Commission
Information Technology and Management Services Division
505 Van Ness Avenue, Room 2005
San Francisco, CA 94102

If proposals are hand delivered, they must be addressed to the Procurement Official but delivered in care of the CPUC Mail Room. The CPUC Mail Room is located on the first floor. Please be advised that the CPUC Mail Room is closed from 12:00pm-1:00pm daily.

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

8. Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
9. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all proposals and may waive any immaterial deviation in a proposal. The State's waiver of immaterial deviation shall in no way modify this RFP document or excuse the proposer from full compliance with all requirements if awarded the agreement.
10. Costs incurred for developing proposals and in anticipation of the award of the agreement are entirely the responsibility of the proposer and shall not be charged to the State of California.
11. An individual who is authorized to bind the proposing firm contractually shall sign the Attachment 6, Proposal/Proposer Certification Sheet. The signature must be in blue ink and indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
12. A bidder may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline as set forth in the Key Action Dates. Proposal modifications offered in any other manner, oral or written, will not be considered.
13. A bidder may withdraw its proposal by submitting a written withdrawal request to the CPUC, signed by the bidder or an authorized agent. A bidder may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
14. The CPUC may modify this RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.

15. The CPUC reserves the right to reject all proposals for reasonable cause including cost. The agency is not required to award an agreement.
16. Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with this RFP's requirements.
17. Bidders are cautioned to not rely on the CPUC during the evaluation to discover and report to the Bidders any defects and errors in the submitted documents.
18. More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered. Reasonable grounds for believing that any bidder has submitted more than one proposal for the work contemplated herein will cause the rejection of all proposals submitted by that bidder. If there is reason for believing that collusion exists among the proposers, none of the participants in such collusion will be considered in this or future procurements.
19. The State does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) (see Exhibit C) are not negotiable.
20. No oral understanding or agreement shall be binding on either party.

7. Evaluation Process

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

Proposals that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the proposer, will be rejected.

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

The CPUC will put each proposal through a process of evaluation to determine its responsiveness to the CPUC's needs. A selection panel comprised of Commission personnel will make the final selection of the contractor.

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

	Evaluation Description	Maximum Value
	Non-Cost Score	
1	Phase I: Technical Evaluation	400
2	Phase II: Interview Evaluation	300
3	Subtotal Non-Cost Score (sum of technical and interview evaluations)	700

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	Evaluation Description	Maximum Value
4	DVBE Incentive (3%, 4%, or 5%)	+5% (35 points)
5	Non-Cost Score	735
	Cost Score	
6	Proposed Cost (actual bid value)	\$1,000,000
7	TACPA, LAMBRA, EZA Preferences (\$100,000 or 15%)	-\$100,000
8	Adjusted Proposed Cost	\$1,000,000
9	Phase III: Cost Evaluation / Cost Score (conversion of adjusted proposed cost to scored points)	300
	Total Score	
10	Unadjusted Total Score (sum of Non-Cost Score and Cost Score)	1,035
11	Small Business Preference (5%)	+5% (51.75 points)
12	Total Score	1,066.75

7.1 Non-Cost Score

7.1.1 Phase I – Scored Technical Evaluation

In this phase, Bidders will be evaluated and scored according to the criteria indicated below. The maximum possible score is 400. A minimum score of 250 points must be achieved in this phase in order to move on to Phase II.

Rating/Scoring Criteria	Maximum Possible Points
Knowledge and experience of the firm(s), project leadership, and assigned individuals in:	90
a) Experience vetting analysis, conclusions, and recommendations through stakeholder processes.	30
b) Experience with economic modeling and creating models for public use.	20
c) Knowledge of CPUC process and procedures.	20
d) Experience professionally copy-editing documents.	20
Work Plan and Work Schedule Requirements:	160
a) Comprehensiveness, effectiveness, and feasibility of work plan to achieve scope of work's objectives.	40

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Rating/Scoring Criteria	Maximum Possible Points	
b) Sufficiency and location of personnel and fiscal resources.	40	
c) Budget effectiveness and control of Bidder's time and resources demonstrating Bidder's ability to complete the scope of work in a timely and efficient manner while ensuring stability of assigned staff.	30	
d) Recommendations with respect to modifications or enhancements for the scope of work outlined in this RFP.	10	
e) Clarity, conciseness, logic, thoroughness, creativity, organization, quality, and content	40	
Example of Written Reports:		50
a) Report contents and readability	25	
b) Quality of report's findings, conclusions, and recommendations	25	
Other		70
a) Relevant experience demonstrated in resumes	10	
b) References	30	
b) Potential for conflict of interest, other than disqualifying conflict of interest	30	
Knowledge of California's RPS Program, Long-Term Procurement Planning Proceeding, and Cost Containment Mechanisms	30	30
Total Possible Points:		400

Scoring Example (Running Total):

The below table represents a cumulative example scoring exercise. This table will be repeated and augmented for each step in the evaluation process. In this example scenario for Phase I – Technical Evaluation, Bidder A scored 350 points, Bidder B scored 345 points, and Bidder C scored 300 points.

Evaluation Process Step		Bidder A	Bidder B	Bidder C
1	Phase I - Technical (400 max.)	350.000	345.000	300.000
2	Phase II - Interview (300 max.)			
3	Subtotal Non-Cost			
4	DVBE Incentive			
5	Total Non-Cost Score			

	Evaluation Process Step	Bidder A	Bidder B	Bidder C
6	Bid Value			
7	Preference (LAMBRA, TACPA, EZA)			
8	Subtotal Cost			
9	Phase III - Cost (300 max.)			
10	Unadjusted Total Score			
11	Small Business Incentive			
12	Total Score			

7.1.2 Phase II – Interview Evaluation

In this phase, only the Bidders who achieve a minimum score of 250 in Phase I will be interviewed. Bidders will be evaluated by the CPUC on the quality of their presentations and answers to interview questions. The presentation should focus on the questions listed in RFP Section 7.1.2 Written Proposal

Bidders will be evaluated on their written proposal addressing the scope of work in Section 1.

Experience and Qualifications

To demonstrate the qualifications of the Bidder, Bidder should:

- Describe all applicable qualifications and special capabilities of Bidder's proposed project team for performing the scope of work indicated in Exhibit A of this RFP in a straightforward and concise manner.
- Provide a detailed description of the past experience of Bidder's proposed project team and any subcontractors in performing tasks similar to that described in the scope of work of this RFP. Bidders must demonstrate how their experiences are comparable and relevant to the scope of work described in the RFP.
- Provide no more than two samples of reports for similar policy analysis successfully performed by Bidder's proposed team members within the last five years.
- Provide at least three (3) references from clients within the last eight years by Bidder's proposed team members, particularly those associated with the proposed project leadership for this RFP, including dates of performance, names of clients, reference contact information, and the name(s) and role(s) of the referenced team member(s). Please use the form of Proposer References in Attachment 3.

Phase II – Interview Requirements.

The presentation shall be given by the bidder's proposed project team leader and/or members. The presentation and interview will be evaluated based on the following scoring criteria:

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Description	Score
Presentation	100
Answers to Interview Questions	200
Total Maximum Score	300

Bidders who are selected for the presentation and interview must be available upon demand by the CPUC. The presentation and interviews will be conducted at the CPUC's headquarters:

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505 Van Ness Avenue
San Francisco, CA 94102

Scoring Example (Running Total):

The below table represents a cumulative example scoring exercise. This table will be repeated and augmented for each step in the evaluation process. In this example scenario for Phase II – Interview Evaluation, Bidder A scored 100 points, Bidder B scored 250 points, and Bidder C scored 200 points.

Evaluation Process Step		Bidder A	Bidder B	Bidder C
1	Phase I - Technical (400 max.)	350.000	345.000	300.000
2	Phase II - Interview (300 max.)	100.000	250.000	200.000
3	Subtotal Non-Cost	450.000	595.000	500.000
4	DVBE Incentive			
5	Total Non-Cost Score			
6	Bid Value			
7	Preference (LAMBRA, TACPA, EZA)			
8	Subtotal Cost			
9	Phase III - Cost (300 max.)			
10	Unadjusted Total Score			
11	Small Business Incentive			
12	Total Score			

7.1.3 Adjustment for DVBE Incentive

DVBE participation has two criteria: 1) a mandatory DVBE participation of 3%, and 2) an incentive for DVBE participation of 4% or greater, as described in RFP Section 8.1.4 DVBE Incentive Program.

The award of DVBE incentive points cannot be used to achieve any applicable minimum point requirements. Additionally, the application of DVBE incentive points may not displace an award to a DGS certified Small Business. However, a firm that receives a 5% non-small business subcontractor

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preference (per RFP Section 9.2.1) is not a certified Small Business, and may be displaced by the application of the DVBE incentive.

The DVBE incentive is applied to non-cost points. Therefore, Technical Evaluation Score and Interview Score are summed to become the Subtotal Non-Cost Score. DVBE incentive, calculated as a percentage of the Subtotal Non-Cost Score, is added to the Subtotal Non-Cost Score to become the Total Non-Cost Score.

DVBE Incentive Application and Computation Example:

For example, Bidders A, B, and C submitted compliant proposals. Technical and Interview scores are summed to determine the Subtotal Non-Cost Score. Bidder A has 450 points, Bidder B has 595 points, and Bidder C has 500 points. Adjustments for additional DVBE participation incentive will be applied. In accordance with RFP Section 9.1.4 the possible available DVBE incentive points for this RFP are three percent (3.0%), four percent (4.0%), or five percent (5.0%) of the total possible non-cost points, as follows:

*21.0 points (3% of 700 total points)
28.0 points (4% of 700 total points)
35.0 points (5% x 700 total points)*

The DVBE incentive points are added, for evaluation purposes only, to the Subtotal awarded technical points. Continuing the above example, Bidder A committed at least 3% of contract resources for DVBE participation and receives 21 points, Bidders B and C each committed at least 5% of their contract resources for DVBE participation and receive 35 points.

Bidder	Subtotal awarded non-cost points	plus	DVBE incentive points	equals	Final total awarded non-cost points
A	450.000	+	21.000	=	471.000
B	595.000	+	35.000	=	630.000
C	500.000	+	35.000	=	535.000

Scoring Example (Running Total):

The below table represents a cumulative example scoring exercise. This table will be repeated and augmented for each step in the evaluation process. In this example scenario for DVBE Incentive, Bidder A receives 21 points, Bidder B receives 35 points, and Bidder C receives 35 points.

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Evaluation Process Step		Bidder A	Bidder B	Bidder C
1	Phase I - Technical (400 max.)	350.000	345.000	300.000
2	Phase II - Interview (300 max.)	100.000	250.000	200.000
3	Subtotal Non-Cost	450.000	595.000	500.000
4	DVBE Incentive	21.000	35.000	35.000
5	Total Non-Cost Score	471.000	630.000	535.000
6	Bid Value			
7	Preference (LAMBRA, TACPA, EZA)			
8	Subtotal Cost			
9	Phase III - Cost (300 max.)			
10	Unadjusted Total Score			
11	Small Business Incentive			
12	Total Score			

7.2 Cost Score

7.2.1 Phase III – Cost Evaluation

In this phase, only the Bidders that complete Phase I and Phase II of the evaluation process will be evaluated. During this phase, bids will be opened. The cost proposal with the lowest price will be assigned a maximum score of 300 points. CPUC will evaluate and score other Bidders' cost proposal on a proportional basis relative to the cost of the lowest bid.

Cost evaluation example (without Preference Programs):

For example, consider there are three remaining compliant bidders, A, B, and C, who passed the Phase II evaluation, and whose bid costs do not exceed the maximum cost of \$800,000 allowed in this RFP. In this example, no bidder has claimed TACPA, LAMBRA, or EZA Preference Program status. Bidder C has the lowest bid cost of \$250,000 and will receive a maximum score of 300 points. Bidder A's bid cost is \$350,000. Bidder's B bid cost is \$550,000. Bidders A, B and C will receive their scores as depicted in the table below.

Bidder	Total Cost Bid (in thousands)	Ratio of lowest cost to Bidder's Cost (in thousands)		Percent Earned		Total possible points		Total awarded cost points
A	\$350	\$250/\$350	=	71.429%	x	300	=	214.287
B	\$550	\$250/\$550	=	45.455%	x	300	=	136.365
C	\$250	\$250/\$250	=	100.000%	x	300	=	300.000

7.2.2 Adjustment for TACPA, LAMBRA, and EZA Preference Programs

In evaluating proposals, the State will give preferences in accordance with the law for Bidders who are California home based and who successfully claim preferences under Target Area Contract Preference Act (TACPA), Local Agency Military Base Recovery Area Act (LAMBRA) and Enterprise Zone Act (EZA) by completing and returning the appropriate forms described in RFP Section 8.2.2 TACPA, LAMBRA and EZA Preference Programs. Where multiple preferences are claimed, the State will verify eligibility for the preference(s) and evaluate and apply preference(s) in accordance with law and established procedures.

Available evaluation preferences under TACPA, LAMBRA and EZA are each limited to 9% of the lowest total bid cost or \$50,000, whichever is less. The combined preferences for TACPA, LAMBRA and EZA may not exceed 15% of the lowest total bid cost or \$100,000, whichever is less. Additionally, the application of TACPA, LAMBRA and EZA preferences points may not displace an award to a Department of General Services (DGS) certified Small Business. However, a firm that receives a 5% non-small business subcontractor preference is not a certified Small Business, and may be displaced by the application of the TACPA, LAMBRA and EZA preferences.

Example of Adjustments for TACPA, LAMBRA, and EZA Preference Programs:

For example, consider there are three remaining compliant bidders, A, B, and C. The total bid cost of Bidder A is \$350,000 Bidder B is \$550,000, and Bidder C is \$250,000. If Bidder B has successfully claimed the maximum allowable preference for TACPA, LAMBRA, and EZA combined, then Bidder B's evaluated costs will be reduced by \$37,500 ($\$250,000 \times 15\% = \$37,500$) to a new total for evaluation purposes only of \$512,500. However, even with the preference adjustment, Bidder C still has the lowest total bid cost at \$250,000 and therefore Bidder C is awarded 100% of the total possible 300 points available for cost evaluation, while Bidders A and B are awarded less cost points, as depicted in the table below.

Bidder	Total Cost Bid (in thousands)	Ratio of lowest cost to Bidder's Cost (in thousands)		Percent Earned		Total possible points		Total awarded cost points
A	\$350	\$250/\$350	=	71.429%	x	300	=	214.286
B	\$512.5	\$250/\$512.5	=	48.780%	x	300	=	146.341
C	\$250	\$250/\$250	=	100.000%	x	300	=	300.000

Scoring Example (Running Total):

The below table represents a cumulative example scoring exercise. This table will be repeated and augmented for each step in the evaluation process. In this example scenario for Phase III – Cost Evaluation (inclusive of LAMBRA, TACPA, and EZA Preference Programs) Bidder A scored 214.286 points, Bidder B scored 146.341 points, and Bidder C scored 300 points.

Evaluation Process Step		Bidder A	Bidder B	Bidder C
1	Phase I - Technical (400 max.)	350.000	345.000	300.000
2	Phase II - Interview (300 max.)	100.000	250.000	200.000
3	Subtotal Non-Cost	450.000	595.000	500.000
4	DVBE Incentive	21.000	35.000	35.000
5	Total Non-Cost Score	471.000	630.000	535.000
6	Bid Value	\$350,000.00	\$550,000.00	\$250,000.00
7	Preference (LAMBRA, TACPA, EZA)	\$0.00	(\$37,500.00)	\$0.00
8	Subtotal Cost	\$350,000.00	\$512,500.00	\$250,000.00
9	Phase III - Cost (300 max.)	214.286	146.341	300.000
10	Unadjusted Total Score			
11	Small Business Incentive			
12	Total Score			

7.3 Total Score (Non-Cost Score + Cost Score)

7.3.1 Adjustment for Small Business Preference Program

Final evaluation scores consist of the scores given from Phases I through III, plus adjustments for the Small Business Preference Program described in RFP Section 8.2.1 Small Business Preference. Scores from each phase will be combined with the adjustments for the Small Business Preference Program to determine the highest final evaluation score. The Bidder with the highest final evaluation score will be awarded the contract agreement.

Example of Total Points Awarded with Small Business Preference Program Adjustments

Bidder A, who is not a small business, has claimed the 5% small business preference by documenting its commitment to award at least 25% of its contracted revenue to DGS certified small business subcontractors and suppliers in accordance with RFP Section 8.2.1 Small Business Preference.

From Phases I through III, including adjustments for TACPA, LAMBRA and EZA preference programs, assuming Bidders are awarded total points as depicted below. The final total awarded points, which include the Small Business Preference Program adjustment, are determined for each Bidder as follows:

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Bidder	Total awarded points	Small Business Preference at 5%	Final total awarded points
A	685.286	41.750	727.036
B	776.341	0	776.341
C	835.00	0	835.000

The Small Business preference points are 5% of the highest responsive, responsible bidder's total score. In this example Bidder A is awarded 5% Small Business Preference points of Bidder C's total awarded points (5% x 835 = 41.750.) In this case, Bidder C received the highest total awarded points and is eligible for contract award even though Bidder A has 5% Small Business Preference points.

Scoring Example (Running Total):

The below table represents a cumulative example scoring exercise. This table will be repeated and augmented for each step in the evaluation process. In this example scenario for Small Business Incentive, Bidder A is awarded 41.750 points, while Bidder B and Bidder C each received zero points.

Evaluation Process Step		Bidder A	Bidder B	Bidder C
1	Phase I - Technical (400 max.)	350.000	345.000	300.000
2	Phase II - Interview (300 max.)	100.000	250.000	200.000
3	Subtotal Non-Cost	450.000	595.000	500.000
4	DVBE Incentive	21.000	35.000	35.000
5	Total Non-Cost Score	471.000	630.000	535.000
6	Bid Value	\$350,000.00	\$550,000.00	\$250,000.00
7	Preference (LAMBRA, TACPA, EZA)	\$0.00	(\$37,500.00)	\$0.00
8	Subtotal Cost	\$350,000.00	\$512,500.00	\$250,000.00
9	Phase III - Cost (300 max.)	214.286	146.341	300.000
10	Unadjusted Total Score	685.286	776.341	835.000
11	Small Business Incentive	41.750	0	0
12	Total Score	727.036	776.341	835.000

In this example, Bidder C is shown to have achieved the highest Total Score, and is eligible for contract award.

Note that the legal requirement that a DVBE incentive cannot override a Small Business incentive is verified by testing that Bidder C continues to achieve a higher score compared to Bidder A when the DVBE incentive is removed from the calculation.

7.4 Award and Protest

A "Notice of Intent to Award" will be posted in a public place at Commission headquarters, located at 505 Van Ness Avenue in San Francisco, on the date indicated in the Key Action Dates, and at least five days prior to awarding the agreement. A copy of the Notice of Intent to Award shall also be emailed to all Bidders that submit a Final Proposal.

If, within five (5) business days after the posting of the Intent to Award, a Bidder files a written protest on the grounds that according to the rules of the RFP the protesting Bidder should have been judged the responsive and compliant Bidder with the most awarded total points, the agreement shall not be awarded until either the protest has been withdrawn or the State has decided on the matter. The protesting Bidder shall submit its protest to both the Department of General Services and the CPUC with a detailed written statement specifying the grounds for the protest.

The written protest must be sent to:

Department of General Services
Office of Legal Services
707 Third Street, 7th Floor, Suite 7-330
West Sacramento, California 95605

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

Attention: Brenda Cochran, Contracts Office
California Public Utilities Commission
Information Technology and Management Services Division
505 Van Ness Avenue, Room 2005
San Francisco, CA 94102

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

Upon resolution of any protest(s) and award of the agreement, Contractor must complete and submit to the awarding agency the following documents:

1. **Payee Data Record (STD 204)** (see Attachment 11) – This document is to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at www.dgs.ca.gov/pd/Forms.aspx under the heading "Standard (STD) Forms." No payment shall be made unless a completed STD 204 has been returned to the awarding agency.
2. **Contractor Certification Clauses (CCC)** – Contractor must sign and submit to the awarding agency, page one (1) of the Contractor Certification Clauses (CCC), which can be found in Attachment 10 and on the Internet at www.dgs.ca.gov.
3. **Standard Agreement** (see Attachment 12) – Contractor must submit a standard agreement in a format that is in compliance with the format specified in this RFP. The standard agreement must include the following exhibits of this RFP:
 - i. Exhibit A – Scope of Work

- ii. Exhibit B – Budget Detail and Payment Provisions
- iii. Exhibit C – General Terms and Conditions
- iv. Exhibit D – Special Terms and Conditions

7.5 Disposition of Proposals

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

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

7.6 Agreement Execution and Performance

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

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

The CPUC does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and may be rejected.

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

8. DVBE Program Requirements and Preference Programs

The State of California has established specific socio-economic procurement programs that may apply to this RFP. The CPUC has established that all Bidders are required to comply with the DVBE program participation requirements of this RFP.

The Preference programs described herein do not require Bidders to participate in those programs for this RFP, but Bidders may elect to do so, and may receive additional evaluation preference points as described. **There are significant limitations on the amount of preference points or dollars that can be applied by participation in these programs, individually and in combination. In addition, an intended award to a DGS certified small business cannot be displaced as a result of the award of preference or incentive points. Bidders are cautioned to read and understand all of the DVBE and preference program requirements and how points are applied.**

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Links and references are provided throughout this section to DGS website information. This information and all DGS website information are subject to the following DGS disclaimer, which is also available via the “Disclaimer” link at the bottom of the DGS webpage, www.dgs.ca.gov.

DISCLAIMER**Disclaimer of Liability**

The Department of General Services, including all individual offices, collectively referred to herein as DGS, assumes no responsibility for anyone's improper or incorrect use of DGS homepage information. In no event shall DGS be held liable on any theory of liability for damages or injury of any type resulting from use of DGS's system or homepage information, even if advised of the possibility of such damage or injury. This disclaimer of liability applies to all claims for damages or injury, including, but not limited to: failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus, or unauthorized access to or alteration of data, whether for breach of contract, tortious behavior, negligence or under any other cause of action.

Disclaimer of Warranties/Accuracy of Data/External Links/Duty to Continue

Content on DGS's web pages is produced from sources believed to be reliable. No warranty expressed or implied is made regarding: accuracy, adequacy, completeness, legality, reliability, merchantability, fitness for a particular purpose, freedom from contamination by computer viruses, or usefulness of any information. All warranties of any kind, express or implied, including, but not limited to, the implied warranties of non infringement of proprietary rights ARE DISCLAIMED.

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Disclaimer of Endorsement

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

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

Choice of Law

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

8.1 DVBE Program Requirements and Incentive Program

8.1.1 General DVBE Requirements

General information about these requirements is available at the DGS Procurement Division website:

www.dgs.ca.gov/pd/Programs/OSDS.aspx

General questions about the State's DVBE programs may be directed to the DGS Procurement Division's Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) at (916) 375-4940. Questions regarding the DVBE participation specific to this RFP should be directed to this RFP's Procurement Official.

The State has established goals for DVBE participation in State contracts. **For this procurement the minimum DVBE participation goal that must be met by each Bidder is three percent (3%) of the Bidder's total cost proposal.**

Please read this entire requirement carefully, including its mandatory submission forms. Failure to comply with the DVBE program requirement will cause your solicitation response to be deemed nonresponsive and your firm ineligible for award. California DVBE Program requirements are not optional and must be met by all Bidders.³

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

Bidders who claim DVBE participation but are later found to violate the DVBE program requirements shall be subject to significant sanctions.⁴

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

1. The total amount the prime contractor received under the contract.
2. The name and address of the DVBE(s) that participated in the performance of the contract.
3. The amount each DVBE received from the prime contractor.
4. That all payments under the contract have been made to the DVBE(s).
5. The actual percentage of DVBE participation that was achieved.

³ Note that a previously allowed "Good Faith Effort" is no longer a valid way of meeting this RFP's DVBE participation requirements, even though it may be referenced on some DGS web pages.

⁴ See www.dgs.ca.gov/pd/Programs/OSDS/firmviolations.aspx regarding violations.

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

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

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

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

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

8.1.2 DVBE Participation Forms Required with the Bid

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

www.documents.dgs.ca.gov/pd/poliproc/MASTER-BidDeclar08-09.pdf

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

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

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

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

8.1.3 Resources for Locating DVBEs

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

DGS OSDS Communications and Outreach Section:

www.dgs.ca.gov/pd/Programs/OSDS/CommunicationsOutreach.aspx

DGS DVBE and Small Business search engine (contracted to BidSync):

<http://www.bidsync.com/DPXBisCASB>

Listing of DVBE trade papers:

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

Listing of DVBE focus papers:

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

List of local DVBE contacts:

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

Calendar of DVBE events:

www.documents.dgs.ca.gov/pd/events/SBDVBEevents.doc

8.1.4 DVBE Incentive Program

In addition to the requirement for all Bidders to commit to at least three percent (3.0%) of their contract revenue to DGS certified DVBE subcontractors and/or suppliers, this RFP also offers an optional proposal evaluation incentive for Bidders that commit to achieving four or more percent DVBE participation. For evaluation purposes only, the State shall apply an incentive to bids that propose California certified DVBE participation as identified on the Bidder Declaration GSPD-05-105 (Bid Attachment 7) and as confirmed by the State.

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

The following are key elements of the DVBE Incentive Program:

- a. The DVBE Incentive is applied during the evaluation process and is *only* applied to responsive proposals from responsible firms proposing the percentage of DVBE participation for the incentive specified in the solicitation.

- b. The Incentive is calculated by multiplying the solicitation's total technical points possible by the level of DVBE participation (%) identified by the responding firm. This amount is then added to the firm's total earned technical points. Computation is for evaluation purposes only and cannot be used to achieve any applicable minimum point requirements. (CCR 1896.99.100 (d)) Please refer to Section 8 of this RFP for an example of the DVBE Incentive application and computation.
- c. Services or commodities provided by the DVBE firm must meet the definition of a "Commercially Useful Function" (CUF) as defined under Government Codes: 14837; 14838.6; 14839; 14842; 14842.5 and Military and Veterans Code 999 and 999.6. A DVBE firm not meeting CUF regulations will render the responding firm ineligible for the DVBE Incentive application.

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

Confirmed DVBE participation of:	DVBE Incentive:	
	Percentage	Total Points
5.00% and above	5.000%	35.000
4.00% to 4.99%	4.000%	28.000
3.00% to 3.99%	3.000%	21.000
0.00% to 2.99%	Non-Compliant (Failure of Bid)	

8.2 Preference Programs

8.2.1 Small Business Preference

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

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

Bidders have the option of requesting a Small Business preference. Bidders who claim a Small Business preference but are later found to violate the Small Business requirement shall be subject to significant sanctions.⁵

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

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

Preference for DGS Certified Small Businesses

Bidders claiming a five percent (5%) small business preference must submit Bid Attachment 8, Small Business Affidavit, and indicate their DGS small business certification number. Bidders shall also include a copy of their DGS small business certification with their bids. All Bidders claiming the five percent preference as a DGS certified Small Business must also perform a Commercially Useful Function as described in RFP Section 8.3 Commercially Useful Function.

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

Bidders claiming the 5% preference must be certified by California as a small business. Questions regarding certification should be directed to the OSDS at (916) 375-4940.

Small Businesses are desired and encouraged to participate in this RFP. California Government Code § 14835, et seq. requires a 5% preference be given to bidders who qualify as a small business. The rules and regulations of this law, including the definition of a small business for the delivery of goods and services, are contained in CCR, Title 2, Section 1896, et seq. The small business preference is for California-based small businesses.

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

www.pd.dgs.ca.gov/smbus/default.htm

www.dgs.ca.gov/pd/Programs/OSDS/SBEligibilityBenefits.aspx

Small Business Preferences for Non-Small Businesses

Revisions to Government Code Section 14838(b)(1)(2) now provide for a non-small business preference.

For this RFP, the preference to a non-small business bidder that commits to small business or micro business subcontractor participation of twenty-five percent (25%) of its Total Cost shall be five percent (5%) of the highest responsive, responsible bidder's total score (RFP secondary). A non-small business, which qualifies for this preference, may not take an award away from a certified small business based on the preference. The small business regulations are located at 2 CCR 1896.

⁵ Additional information regarding violations available at www.dgs.ca.gov/pd/Programs/OSDS/firmviolations.aspx

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

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

If claiming the non-small business subcontractor preference, the proposal response must include a list of the small businesses with which the Bidder commits to subcontract in an amount of at least twenty-five percent (25%) of the Total Cost with one or more California Certified Small Businesses. Each listed certified small business must perform a "Commercially Useful Function" in performance of the contract as defined in Government Code Section 14837(d)(4).⁶

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

8.2.2 TACPA, LAMBRA and EZA Preference Programs

The state has three programs designed to stimulate business and employment in geographic areas determined to be economically distressed, with areas of high unemployment. These programs are the Target Area Contract Preference Act (TACPA), the Local Agency Military Base Recovery Area Act (LAMBRA), and the Enterprise Zone Act (EZA). The DGS Procurement Division/Dispute Resolution/Preference Program Section administers these programs and provides resource information about the programs. The Dispute Resolution general number is (916) 375-4611. The DGS Preference Program information line is (916) 375-4609. TACPA, LAMBRA and EZA bid evaluation preferences are available as described in RFP Section 7.2.1 Phase III – Cost Evaluation.

Target Area Contract Preference Act (TACPA)

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

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

⁶ See also RFP Section 9.3 Commercially Useful Function

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

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

Bidders seeking the [TACPA](#) preference must complete and submit the required [form](#) and all necessary attachments with their bids.

Local Area Military Base Recovery Act (LAMBRA)

Local Agency Military Base Recovery Act (LAMBRA), Government Code section 7105 et seq., promotes employment and economic development at designated military bases by offering preferences when bidding on State contracts in excess of \$100,000. The firm must be California based. Additional information can be found at:

www.hcd.ca.gov/fa/cdbg/ez/

www.hcd.ca.gov/fa/cdbg/ez/lambra/

Bidders desiring to claim this preference must submit a fully executed copy of Std. Form 832 and any required attachments with their Final Proposal. Bidders proposing to perform the contract at a designated LAMBRA worksite(s) are required to identify such site(s) on the Std. Form 832. Failure to identify a site(s), which qualifies for LAMBRA, will result in denial of the claimed preferences. Refer to the following website link to obtain the appropriate form with instructions:

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

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

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

Enterprise Zone Act (EZA)

California Government Code Section 7070, et seq., provides that California based companies may be granted preferences when bidding on State contracts in excess of \$100,000 for goods and services (excluding construction contracts) if the business site is located within designated "Enterprise Zones" (see Std. Form 831). Additional information can be found at:

www.hcd.ca.gov/fa/cdbg/ez/

www.hcd.ca.gov/fa/cdbg/ez/EZoverview.html

Bidders desiring to claim this preference must submit a fully executed copy of Std. Form 831 and all necessary attachments with their Final Proposal. Bidders proposing to perform the contract in a designated enterprise zone are required to identify such site(s) on the Std. Form 831. Failure to identify

a site(s) which qualifies as an enterprise zone will result in denial of the claimed preferences. Refer to the following website link to obtain the appropriate form with instructions:

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

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

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

8.3 Commercially Useful Function

All contractors, subcontractors and suppliers claimed by the Bidder as either a DGS certified DVBE or Small Business must perform a Commercially Useful Function. As stated in Chapter 623, Statutes of 2003 (Government Code Section 14837(d)(4)), a business performing a Commercially Useful Function is one that does all of the following:

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

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

9. Proposal Cost Sheet (Cost Sheet)

Bidders shall submit their bids detailing their costs using the format as illustrated in the Cost Sheets in Attachment 9. In the Cost Sheets, Bidders shall identify all of their costs for performing the scope of work indicated in Exhibit A. Bidders may add rows to the Cost Sheet, if necessary, and provide more detail in the Cost Sheet for the Commission's evaluation purpose. Any invoiced items of the awarded bidder (or the Contractor), which are not included in the accepted Cost Sheet, will automatically be rejected and denied for invoice payment.

The Cost Sheets must be submitted in a separate sealed envelope marked "Do Not Open – Costs for CPUC Thirty-Three Percent RPS Cost Containment – RFP 11PS5946."

10. Payment

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

11. Travel Costs

The travel costs related to the contract work identified in Exhibit A Scope of Work may be, but are not required to be, on a reimbursement basis. State will reimburse Contractor for reasonable travel expenses incurred in the performance of this Agreement. Reasonable travel expenses are defined as transportation, lodging, meals and incidental expenses in conformance with State rules and regulations. Pursuant to State Contracting Manual § 7.30.A.5, if travel costs are on a reimbursement basis, travel cost reimbursement will be limited to the rates published by the Department of Personnel Administration (DPA) for State excluded (management) employees.⁷ Contractor must abide by these rates to obtain reimbursement for travel costs.

The published DPA travel rates and rules for FY 2010-2011 and 2011-2012 are available at the below website link and are summarized in the following table:

<http://www.dpa.ca.gov/personnel-policies/travel/rules-for-excluded-employees-menu.htm>

⁷ The State Contracting Manual, in its entirety, is available at:
<http://www.dgs.ca.gov/ols/Resources/StateContractManual.aspx>

In-State Travel**Lodging – For each 24-hour period**

Alameda, San Francisco, Santa Clara, and San Mateo Counties

With receipt up to \$140.00 plus tax

Without receipt \$0.00

Los Angeles and San Diego Counties

With receipt up to \$110.00 plus tax

Without receipt \$0.00

All other counties

With receipt up to \$84.00 plus tax

Without receipt \$0.00

Meals and Incidentals

up to \$6.00 for breakfast

up to \$10.00 for lunch

up to \$18.00 for dinner

up to \$6.00 for incidentals

Mileage

See the above web link.

Out-of-State Travel

With a lodging receipt

Actual cost of lodging plus meals and incidentals, based
on in-state rates and policies

Without a lodging receipt

Meals and incidentals, based on in-state rates and
policies

ATTACHMENT 1 – PROPOSAL CHECKLIST

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

General

- ☐ Bidder Business Information
- ☐ Organization Chart and Project Personnel
- ☐ Resume of Bidders and Proposed Team Members
- ☐ Description of Self-understanding about California's RPS Program
- ☐ Proposed Work Plan and Work Schedule

RFP: Mandatory Attachments for All Bidders

- ☐ Proposal Checklist (see Attachment 1 - this document)
- ☐ Conflict of Interest Statement (see Attachment 2)
- ☐ Potential Conflict of Interest Statement (see RFP Section 6.5.1)
- ☐ Proposers References (see RFP Section 6.5.1 and Attachment 3)
- ☐ DVBE Declarations – STD 843 (see Attachment 4)
- ☐ Bidder Declaration – GSPD-05-105 (see Attachment 5)
- ☐ Bidder (Proposer) Certification Sheet (see Attachment 6)

RFP: Required Attachments (If Preference Program is Applicable)

- ☐ Darfur Contracting Act Requirements (see Attachment 7)
- ☐ Small Business Affidavit (see Attachment 8)
- ☐ TACPA form and attachments (see RFP Section 8.2.2)
- ☐ EZA form and attachments (see RFP Section 8.2.2)
- ☐ LAMBRA Act form and attachments (see RFP Section 8.2.2)

Cost Data (FINAL BID ONLY)

- ☐ Cost Sheet (see Attachment 9)
 1. Enclose six (6) copies of the Cost Sheet, with one copy marked "Master Copy", in a separately sealed envelope marked "**Do Not Open – Costs for CPUC Thirty-Three Percent RPS Cost Containment – RFP 11PS5946.**"
 2. Include the sealed Cost Sheet envelope within the FINAL sealed bid package.
 3. Do not include the cost data that may be accessed outside the Cost Sheet envelope.

The following attachments and contract sample are required upon award:

Required Attachments (Applicable to the Awarded Contractor Only)

- ☐ Contractor Certification Clauses – CCC 307 (see Attachment 10)
- ☐ Payee Data Record (STD 204) (if currently not on file) (see Attachment 11)

Required Contract Sample (Applicable to the Awarded Contractor Only)

Note: The awarded contractor shall expect the following items that will be included in a sample agreement upon award of the contract. The agreement shall not include any contract language that has not been approved in advance in writing by the CPUC Procurement Official.

- ☐ Sample Standard Agreement (STD 213) (Attachment 12)
- ☐ Scope of Work (Exhibit A)
- ☐ Budget Detail and Payment Provisions (Exhibit B)
- ☐ General Terms and Conditions – GTC 610 (Exhibit C)
- ☐ Special Terms and Conditions (Exhibit D)

IMPORTANT NOTICE TO BIDDER:

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

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

ATTACHMENT 2 – CONFLICT OF INTEREST STATEMENT

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

Current State Employees (Public Contract Code §10410):

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

Former State Employees (Public Contract Code §10411):

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

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

1. It and its proposed team members, including employees, subcontractor(s), and/or anyone performing the scope of work indicated in Exhibit A, are compliance with Public Contract Code §10410 and §10411, which applies to current and former State employees.
2. It and its proposed team members, including employees, subcontractor(s), and/or anyone performing the scope of work indicated in Exhibit A, agrees to refrain from entering into any relationship that could result in a conflict of interest.
3. It will notify the Commission's Project Manager promptly of any potential conflict of interest, including those of its employees, subcontractors, and/or anyone performing the scope of work indicated in Exhibit A.

Name of Bidder: _____

Signed by: _____

Printed name: _____

Title: _____

Date: _____

ATTACHMENT 3 – PROPOSER REFERENCES

Submission of this attachment is mandatory. Failure to complete and return this attachment with your proposal will cause your proposal (bid) to be rejected and deemed nonresponsive.

List below at least three references of similar types of services performed within the last eight years. If less than three references are provided, please explain why on an attached sheet of paper.

REFERENCE 1

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

REFERENCE 2

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

REFERENCE 3

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

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REFERENCE 4

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

REFERENCE 5

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

REFERENCE 6

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

ATTACHMENT 4 – DVBE DECLARATIONS (STD 843)

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES PROCUREMENT DIVISION

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

STD. 843 (Rev. 11/2005)

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

SECTION 1

Name of certified DVBE: _____ DVBE Ref. Number: _____

PO/Contract Description (materials/supplies/services/equipment): _____

Solicitation/Contract Number: _____ SCPRS Ref. Number: _____

(FOR STATE USE ONLY)

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

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

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

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

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

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

Firm/Principal Phone: _____ Address: _____

SECTION 3**APPLIES TO ALL DVBEs THAT RENT EQUIPMENT AND DECLARE THE DVBE IS NOT A BROKER.**

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

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

(Printed Name) (Signature) (Date Signed)

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

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

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

Page ____ of ____

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

All bidders must complete the Bidder Declaration GSPD-05-105 and include it with their proposal. When completing the declaration, Bidders must identify all subcontractors proposed for participation in the contract. Bidders awarded a contract are contractually obligated to use the subcontractors for the corresponding work identified unless the State agrees to a substitution and it is incorporated by amendment to the contract.

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

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

www.documents.dgs.ca.gov/pd/poliproc/MASTER-BidDeclar08-09.pdf

BIDDER DECLARATION

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

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

- c. If you are a California certified DVBE: (1) Are you a broker or agent? Yes ☐ No ☐

(2) If the contract includes equipment rental, does your company own at least 51% of the equipment provided in this contract (quantity and value)? Yes ☐ No ☐ N/A ☐

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

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

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

BIDDER DECLARATION INSTRUCTIONS

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

- 1.a. Identify all current certifications issued by the State of California. If the prime bidder has no California certification(s), check the line labeled "None" and proceed to Item #2. If the prime bidder possesses one or more of the following certifications, enter the applicable certification(s) on the line:
- Microbusiness (MB)
 - Small Business (SB)
 - Nonprofit Veteran Service Agency (NWSA)
 - Disabled Veteran Business Enterprise (DVBE)

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

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

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

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

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

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

(2) If bidding rental equipment, mark either "Yes" or "No" to identify if the prime bidder owns at least 51% of the equipment provided (quantity and value). If not bidding rental equipment, mark "N/A" for "not applicable."

2. If no subcontractors are proposed, do not complete the table. Read the certification at the bottom of the form and complete "Page ____ of ____" on the form.

If subcontractors will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the "Page ____ of ____" accordingly.

2. (continued) Column Labels

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

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

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

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

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

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

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

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

- Enter "N/A" if the:
- Subcontractor is NOT a DVBE (regardless of whether or not rental equipment is provided by the subcontractor) or
 - Subcontractor is NOT providing rental equipment (regardless of whether or not subcontractor is a DVBE)

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

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

Read the certification at the bottom of the page and complete the "Page ____ of ____" accordingly.

ATTACHMENT 6 – PROPOSAL/PROPOSER CERTIFICATION SHEET

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

Proposer's Certification:

I hereby certify that:

1. Our all-inclusive cost proposal is submitted as detailed in the Cost Sheet in a separately sealed envelope marked "**Do Not Open – Costs for CPUC Thirty-Three Percent RPS Cost Containment – RFP 11PS5946.**"
2. All required attachments are included with this certification sheet.
3. I have read and understand the California Disabled Veteran Business Enterprise (DVBE) Participation Program requirements and have included documentation demonstrating that I have met the participation goals.
4. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal (bid) document. The signature below authorizes the verification of this certification. See next page for instructions for completing this Proposal Certification Sheet.

An Unsigned Proposal/Proposer Certification Sheet May Be Cause For Rejection

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

Completion Instructions for Proposal/Proposer Certification Sheet

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

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

ATTACHMENT 7 – DARFUR CONTRACTING ACT CERTIFICATION

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

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

OPTION #1 - CERTIFICATION

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

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

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

OPTION #2 – WRITTEN PERMISSION FROM DGS

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

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

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

ATTACHMENT 8 – SMALL BUSINESS AFFIDAVIT

A Bidder desiring to claim the Small Business Preference as described in RFP Section 8.2.1 Small Business Preference must complete this Attachment 8 and return it with the Final Proposal. All firms claimed as Small Businesses must have their complete certification information submitted to the California Department of General Services (DGS) by the date and time that Final Proposals are due.

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

☐ Yes

☐ No

If "Yes" submit your DGS Small Business certification number: _____

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

☐ Yes

☐ No

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

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

ATTACHMENT 9 – COST PROPOSAL SHEET

Cost Proposal Sheet (Cost Sheet) Instruction

Bidders shall submit their bids detailing their costs using the format as illustrated in the following Cost Sheets. In the Cost Sheets, at the minimum, Bidders shall identify the following elements:

1. Names, position titles, and functionalities of all the team members who will perform the scope of work indicated in Exhibit A and are identified in Bidder's organization chart submitted with this RFP;
2. Number of hours to be spent by and billing rate of each team member;

Bidder shall include all of their costs for performing the scope of work indicated in Exhibit A. Bidders may add rows to the Cost Sheet, if necessary, and provide more detail in the Cost Proposal Sheet for the Commission's evaluation purpose. Any invoiced items of the awarded bidder (or the Contractor), which are not included in the accepted Cost Sheet, will automatically be rejected and denied for invoice payment. If Bidders' travel costs are on a reimbursement basis, travel cost reimbursement will be limited to the rates published by the Department of Personnel Administration (DPA) for State management (excluded) employees (see RFP Section 11 Travel Costs.) Bidders must be aware that they must abide by these rates to obtain reimbursement for travel costs.

For optional services, Bidders must use the recommended hours of each service category on the Cost Sheet to derive their costs of optional services for the cost evaluation purpose of this RFP. Please note that the optional services may not require the total recommended hours for the awarded contractor to complete the services.

According to Paragraph 10 of Exhibit D, Special Terms and Conditions, the time for performance of tasks and items within the budget, but not the total contract price, may be changed by written approval of the CPUC Project Manager. However, the date for completion, the total contract price, and scope, as well as, all other terms may be altered only by formal amendment of this contract.

The Cost Sheets must be submitted in a separate sealed envelope. The envelope should be affixed to the outside of the proposal package and marked "**Do Not Open – Costs for CPUC Thirty-Three Percent RPS Cost Containment – RFP 11PS5946.**"

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	Col B	Col C	Col D (Col B x Col C)
Cost Sheet for Services and Deliverables (Page 1 of 4) Primary Contractor	# of Hours / Units	Rate Per Hour/Unit	Total
Direct Cost (Example: Direct Labor Rates of Staff and Management, etc.)			
Staff Level: (Name, Position, Functionality)			
Staff Level:			
Staff Level:			
Staff Level:			
Staff Level:			
Staff Level:			
Staff Level:			
Staff Level:			
Staff Level:			
Staff Level:			
Staff Level:			
Staff Level:			
Staff Level:			
Sub-Total, Direct Costs			
Indirect Costs (Example: Overhead, Fringe Benefits, etc.)			
Staff Level: (Name, Position, Functionality)			
Description:			
Description:			
Description:			
Description:			
Sub-Total, Indirect Costs			
Other Costs (Example: Travel Costs, Supplies, etc.)			
Staff Level: (Name, Position, Functionality)			
Description:			
Description:			
Description:			
Description:			
Description:			
Description:			
Sub-Total, Other Costs			
Total Cost of Audit Services and Deliverables			

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	Col B	Col C	Col D (Col B x Col C)
Cost Sheet for Services and Deliverables (Page 2 of 4) Subcontractor(s)	# of Hours / Units	Rate Per Hour/Unit	Total
Direct Cost (Example: Direct Labor Costs of Staff and Management, etc.)			
Staff Level: (Name, Position, Functionality)			
Staff Level:			
Staff Level:			
Staff Level:			
Staff Level:			
Staff Level:			
Staff Level:			
Staff Level:			
Staff Level:			
Staff Level:			
Staff Level:			
Staff Level:			
Sub-Total, Direct Costs			
Indirect Costs (Example: Overhead, Fringe Benefits, etc.)			
Staff Level: (Name, Position, Functionality)			
Description:			
Description:			
Description:			
Description:			
Sub-Total, Indirect Costs			
Other Costs (Example: Travel Costs, Supplies, etc.)			
Staff Level: (Name, Position, Functionality)			
Description:			
Description:			
Description:			
Description:			
Description:			
Description:			
Sub-Total, Other Costs			
Total Cost of Audit Services and Deliverables			

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Cost Sheet of Total Costs	Value
Total Cost of Required Services and Deliverables- Primary Contractor	
Total Cost of Required Services and Deliverables- Sub- Contractors	
Total Costs of the Contract	

ATTACHMENT 10 – CONTRACTOR CERTIFICATION CLAUSES (CCC-307)**1. 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>	

2. CONTRACTOR CERTIFICATION CLAUSES

- A. 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.)
- B. 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:
 - i. the dangers of drug abuse in the workplace;
 - ii. the person's or organization's policy of maintaining a drug-free workplace;
 - iii. any available counseling, rehabilitation and employee assistance programs; and,
 - iv. penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - i. receive a copy of the company's drug-free workplace policy statement; and,
 - ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State

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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.)

- C. 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.)
- D. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

- E. 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.
- F. 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).

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

3. DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

- A. 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.
- a. Current State Employees (Pub. Contract Code §10410):
 - i. 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.
 - ii. 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.
 - b. Former State Employees (Pub. Contract Code §10411):
 - i. 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.
 - ii. 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))

- B. 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)
- C. 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.)

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- D. 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.
- E. 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.
- F. 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.
- G. 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.
- H. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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ATTACHMENT 11 – PAYEE DATA RECORD (STD 204)

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE		
PAYEE DATA RECORD		
(Required when receiving payment from the State of California in lieu of IRS W-9)		
STD. 204 (Rev. 6-2003)		
1	INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement. NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.	
2	PAYEE'S LEGAL BUSINESS NAME (Type or Print)	
	SOLE PROPRIETOR - ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)	E-MAIL ADDRESS
	MAILING ADDRESS	BUSINESS ADDRESS
	CITY, STATE, ZIP CODE	CITY, STATE, ZIP CODE
3	ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):	NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.
	☐ PARTNERSHIP ☐ ESTATE OR TRUST ☐ INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER:	
4	CORPORATION: ☐ MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.) ☐ LEGAL (e.g., attorney services) ☐ EXEMPT (nonprofit) ☐ ALL OTHERS	
	(SSN required by authority of California Revenue and Tax Code Section 18646)	
5	☐ California resident - Qualified to do business in California or maintains a permanent place of business in California. ☐ California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding. ☐ No services performed in California. ☐ Copy of Franchise Tax Board waiver of State withholding attached.	
	I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.	
6	AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)	
	TITLE	
7	SIGNATURE	
	DATE	
8	TELEPHONE	
	()	
9	Please return completed form to:	
	Department/Office: California Public Utilities Commission Unit/Section: Contracts Office, Room 2005 Mailing Address: 505 Van Ness Avenue City/State/Zip: San Francisco, CA 94102 Telephone: (415) 355-4994 Fax: (415) 703-5922 E-mail Address:	

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STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

PAYEE DATA RECORD

STD. 204 (Rev. 6-2003) (REVERSE)

1	<u>Requirement to Complete Payee Data Record, STD. 204</u> A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies. Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.
2	Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.
3	Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a). The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).
4	<u>Are you a California resident or nonresident?</u> A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California. A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident. For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident. Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year. For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below: Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov
5	Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.
6	This section must be completed by the State agency requesting the STD. 204.
	<u>Privacy Statement</u> Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business. All questions should be referred to the requesting State agency listed on the bottom front of this form.

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ATTACHMENT 12 – SAMPLE STANDARD AGREEMENT

STD 213 (Rev 06/03)

	AGREEMENT NUMBER
	REGISTRATION NUMBER

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

STATE AGENCY'S NAME

CONTRACTOR'S NAME

2. The term of this Agreement is: _____ through _____

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

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

Exhibit A – Scope of Work _____ page(s)

Exhibit B – Budget Detail and Payment Provisions _____ page(s)

Exhibit C* – General Terms and Conditions _____

Check mark one item below as Exhibit D:

☐
☐

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

_____ page(s)

Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions _____

_____ page(s)

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

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		
AGENCY NAME		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
		☐ Exempt per:

EXHIBIT A – SCOPE OF WORK

Contractor agrees to provide the California Public Utilities Commission's (CPUC) Energy Division Staff (Staff) the services as described herein.

1. Location and Availability

The services shall be performed at the CPUC headquarters, contractor's office, and other places as needed in performing the services of this contract.

The services shall be provided during mutually agreed upon normal business hours.

2. Project Representatives

The project representatives during the term of this agreement will be:

State Agency:	California Public Utilities Commission
Section/Unit:	Energy Division
Attention:	Jason Simon
Address:	505 Van Ness Ave, 4 th Floor San Francisco, CA 94102
Phone:	(415) 703-5906
Email	jason.simon@cpuc.ca.gov

Contractor:	
Section/Unit:	
Attention:	
Address:	
Phone:	
Email:	
Fax:	

3. Scope of Work

As determined to be necessary by CPUC staff and the CPUC Project Manager, Contractor will perform the Scope of Work as described in RFP 11PS5946.

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EXHIBIT B – BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

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

B. Compensation

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

C. Testifying

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

D. Travel and Other Expenses

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

E. Invoices

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

California Public Utilities Commission
Contracts Office, Room 2005
505 Van Ness Avenue
San Francisco, CA 94102

Said invoices will be subject to verification and approval by the Commission's Contract Manager and Project Managers, and shall include the name, address, and Federal tax identification number of the Contractor. Invoices shall also include a summary identifying the amount claimed for each task, the category(s) of professional services as identified in Contractor's work plan proposal, the number of hours claimed for each task and the total claimed, a description of the labor services provided, the amount of the invoice, and an authorized Contractor signature. The invoice must also include a brief narrative progress report describing the context of the work completed during the invoice period. Travel expenses will be claimed in accordance with the regulations specified in Section 2.D above.

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

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

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

F. Reporting Requirement of Small Business and DVBE

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

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

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the services specified in Exhibit A, this Agreement shall be of no further force and effect. In that event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

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- B. If funding for any fiscal year is reduced or deleted by the Budget Act, which impacts the services indicated in Exhibit A, CPUC shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (GTC-610)**1. APPROVAL**

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT

Contractor agrees that the awarding agency, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION

Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES

Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE

The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION

The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE

During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

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

11. CERTIFICATION CLAUSES

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

12. TIMELINESS

Time is of the essence in this Agreement.

13. COMPENSATION

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

14. GOVERNING LAW:

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

15. ANTITRUST CLAIMS

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

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

- a. "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.
- b. "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

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

- C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT

For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION

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

18. PRIORITY HIRING CONSIDERATIONS

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS

- A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding agency the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding agency: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

1. Excise Tax

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

2. Settlement of Disputes

In the event of a dispute, Contractor shall file a "Notice of Dispute" with the California Public Utilities Commission, Program Manager of Utility Audit, Finance, & Compliance Branch (UAFCB) of DWA, 505 Van Ness Avenue, San Francisco, CA 94102, or designee, within ten (10) days of discovery of the problem. Within ten (10) days, the Program Manager of UAFCB of DWA or his designee shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of the program manager or his designee shall be final.

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

3. Evaluation of Contractor

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

4. Potential Subcontractors

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

5. Consultant - Staff Expenses

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

6. Subcontracts

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

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

7. Relationship with Contractor and Subcontractor

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

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

8. Commission Staff

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

9. Use of State Personnel

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

10. Changes in Time for Performance of Tasks

The time for performance of tasks and items within the budget, but not the total contract price, may be changed by written approval of the CPUC Project Manager. However, the date for completion,

the total contract price, and scope, as well as, all other terms may be altered only by formal amendment of this contract.

11. Change of Personnel

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

12. Ownership of Data

Data developed for this contract shall become the property of the CPUC. It shall not be disclosed without the permission of the CPUC Project Manager. Each report shall also become the property of the CPUC and shall not be disclosed except in such manner and such time as the CPUC Project Manager may direct, with the exception of data which have become part of the public records of the State, as discussed in Paragraph 13 below.

13. Confidentiality of Data/Nondisclosure Agreement

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

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

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

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

The Signatory agrees not to disclose any information regarding its work to third parties except with the Commission Staff's express written consent, and to return all documents obtained during the

course of the Agreement. The signatory agrees to notify the Commission Staff of any inquires and/or request for disclosure from any such third parties.

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

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

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

LEGAL NOTICE

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

14. Termination-Bankruptcy

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

15. Termination at State's Option

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

16. Termination in Event of Breach

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

17. Waiver

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

18. Gratuities

- A. The State may, by written notice to the Contractor, terminate the right of Contractor to proceed under this contract if it is found, after notice and hearing by the State or by Executive Director of the Public Utilities Commission or duly authorized representative, that gratuities were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing a contract, securing favorable treatment with respect to award amendment, or the evaluation of performance of such contract, provided that the facts upon which either the Commission or the Executive Director makes such findings may be reviewed in any competent court.
- B. In the event this contract is terminated as provided in paragraph 14(A), State shall be entitled (i) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the contract by the Contractor, and (ii) to a penalty in addition to any other damages to which it may be entitled by law, and to exemplary damages in an amount which shall be not less than three nor more than ten times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

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

19. Conflict of Interest

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

20. Agreement is Complete

Other than as specified herein, no document or communication, oral or in writing, passing between the parties prior to, during, or after the completion of this Agreement hereto shall be deemed a part of this Agreement, unless expressly agreed upon and made a part of this Agreement by the parties through a formal written amendment.

21. Captions

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

22. Force Majeure

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

23. Counterparts

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

24. Audit Monitoring

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

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

EXHIBIT E – ADDITIONAL PROVISIONS

1. **Consultant - Staff Expenses**

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

2. **Subcontracts**

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

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

3. **Relationship with Contractor and Subcontractor**

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

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

4. **Commission Staff**

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

5. **Use of State Personnel**

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

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

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– END OF DOCUMENT –

Question and Answers for Bid #11PS5946 - Thirty-Three Percent Renewables Portfolio (RPS) Cost Containment

OVERALL BID QUESTIONS

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

Question Deadline: Jan 7, 2012 3:00:00 PM PST