REQUEST FOR PROPOSAL – SECONDARY
Notice to Prospective Proposers

June 7, 2016 - ADDENDUM 1 – Revisions on page 13 and page 15-

RFP 15PS5010

For

Electric Program Investment Charge (EPIC) Independent Evaluation

May 16, 2016

You are invited to review and respond to this Request for Proposal (RFP) - Secondary, entitled RFP 15PS5010 – Electric Program Investment Charge (EPIC) Program Evaluation.

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

This RFP Secondary is an open solicitation for private entities, non-profit organizations, the University of California, California State University Foundations, and other governmental entities; however, **government entities** that submit a proposal and bid are subject to all requirements governing this solicitation including General Terms and Conditions (GTC 610) available at www.documents.dgs.ca.gov/ols/GTC-610.doc and Contractor Certification Clauses (CCC 307) available at www.documents.dgs.ca.gov/ols/CCC-307.doc.

The State's General Terms and Conditions (GTC-610) are **not negotiable.** California DVBE and Small Business requirements specified in this RFP **are not optional** and must be met by each proposing firm.

Bidders should read the Secondary RFP carefully. In the opinion of the California Public Utilities Commission (CPUC), this Secondary RFP is complete and without need of explanation. If you have questions or need any clarification of information contained herein, please post your questions on ContractsOffice@cpuc.ca.gov as specified in Section 3 Key Action Dates. You must reference RFP **15PS5010 - Electric Program Investment Charge (EPIC) Independent Evaluation.**

CPUC staff will not respond to questions that are not posted as specified in Section 5.2. No verbal information provided by the California Public Utilities Commission (CPUC) shall be binding upon the State unless such information is issued in writing as an official addendum.

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Introduction

In the opinion of The California Public Utilities Commission (CPUC), this Secondary RFP is complete and without need of explanation. If you have questions or need any clarification of information contained herein, please e-mail your questions to ContractsOffice@cpuc.ca.gov as specified in Section 3 – Key Action Dates. **You must reference RFP 15PS5010 - Electric Program Investment Charge (EPIC) Independent Evaluation. In the subject lone of your e-mail.**
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In submitting a response to this RFP, it is each Bidder's responsibility to:

- Carefully read the entire RFP, including all referenced web addresses, regulations, orders and statutes cited in this RFP.
- Submit questions in writing by the required date.
- Submit all required proposal elements and information, completed to the best of the Bidder's ability, by the required dates and times.
- Submit all cost/rate information in compliance with "Detailed Cost" requirements.
  Note: Providing **cost and/or Rate information in any other area of the proposal will result in bid rejection** and exclusion from further participation in this procurement.
- No oral understanding or agreement shall be binding on either party.

1. Purpose and Description of Services

1.1.0. Overview of EPIC Program

The Electric Program Investment Charge (EPIC) is an energy innovation funding program established and overseen by the CPUC. As the largest state-level public interest energy research, development, and demonstration (RD&D) program of its kind, EPIC seeks to drive efficient, coordinated investment in new and emerging energy solutions. Nearly $900 million in funding for innovations has already been approved and is underway for strategic investment; with leveraged and match funding considered this amount will drive even more much-needed investment in clean energy solutions. Funding is provided via three "program areas" that together represent an innovation pipeline to advance technologies from concept to deployment: 1) Applied Research and Development, 2) Technology Demonstration and Deployment, and 3) Market Facilitation. As the CPUC prepares to consider the third triennial EPIC investment plans in 2017—during a key moment in energy innovation and policymaking in California—it is seeking independent evaluation and improvement recommendations to ensure EPIC reaches its highest potential.

The EPIC program is administered by the California Energy Commission (CEC) and by the state's three large electric investor-owned utilities (IOUs): Pacific Gas & Electric (PG&E), Southern California Edison (SCE), and San Diego Gas & Electric (SDG&E). EPIC is funded by the public purpose program rate component paid by electric ratepayers of these IOUs and is currently authorized through 2020, at a level of $168.9 million annually for the years 2015-2017. The administrators prepare and submit investment plans on a triennial basis for the CPUC's review and approval. D.11-12-035 established the program and

its interim funding levels, and D.12-05-037 established its purposes and governance; in basic terms, the former created the program and the latter created the more detailed rules and oversight provisions.

As of 2016, two investment plans (for funding periods 2012-2014 and for 2015-2017) have been approved as modified by the CPUC for each administrator. See D.13-11-025 (approving 2012-2014 EPIC investment plans), D.15-04-020 (approving 2015-2017 EPIC investment plans), and D.15-09-005 (addressing project proposals between investment plans). The next triennial investment plans are due to be filed in May 2017.

This evaluation is being conducted pursuant to requirements in D.12-05-037 stating that the program administrators are subject to "at least one independent review conducted by a consultant hired by Commission staff in 2016." That review (the EPIC Independent Evaluation) is the subject of this contract.

1.1.1. Evaluation Purpose and Objectives

The purpose of the EPIC Independent Evaluation is to conduct a short-term, technical, comprehensive evaluation of the EPIC program to identify opportunities to improve program management and effectiveness, and to ensure that the program administrators are conducting the program in a manner consistent with the program objectives, requirements, and intent of the CPUC and the Legislature, especially as set forth in D.11-12-035, D.12-05-037, D.13-11-025, D.15-04-025, and D.15-09-005. It will assess the extent to which the program supports key energy policies and public research code sections. It will identify best practices in research administration and provide recommendations for improvements to program requirements and practices. This evaluation will support and inform the CPUC's consideration of EPIC within the next triennial application proceedings beginning in 2017.

1.1.2. Evaluation Methodology

The Contractor shall propose an evaluation methodology which permits a thorough, neutral, and cost-effective investigation into the evaluation inquiries listed in the following section, and any further inquiries that Contractor, in its independent judgment, deems necessary or advisable. The evaluation shall, at minimum, include a review of program files, and interviews with managers and staff of each EPIC administrator. The specific methodology and approach (using quantitative and qualitative methods) shall otherwise be the Contractor's to propose in its response to this RFP. The Contractor shall be as specific as possible in detailing why the proposed approach is reasonable, realistic, and thorough. As detailed below, the Evaluation Core Values shall guide the evaluation focus, and the Evaluation Categories represent the areas to be investigated.

1.1.3. EPIC Evaluation Core Values

EPIC's core, overarching goals (classified for the purposes of this contract as the EPIC Core Values) are (1) to provide electricity IOU ratepayer benefits by (2) advancing energy innovation that (3) supports California's energy policy goals. These terms are defined in more detail below.

In conducting the EPIC Independent Evaluation, the Contractor shall always consider the EPIC Core Values; evaluate the extent to which the issue being evaluated supports them; evaluate the extent to

which these values are actually driving the program; and identify, where possible, how to improve the EPIC program to better achieve these values.

Benefits: EPIC investment decisions are guided by the principle that EPIC-funded RD&D activities must have the potential to produce electricity ratepayer benefits, meaning to promote greater reliability, lower costs, and increased safety. EPIC investments also provide benefits by supporting complementary principles that are components of these benefits, including: societal benefits; GHG emissions reductions in the electricity sector at the lowest possible cost; the loading order; low-emission vehicles and transportation goals; economic development; and efficient use of ratepayer monies.

Energy Innovation: The EPIC program is intended to fund RD&D activities that assist the emergence of innovative energy technologies and services, for the benefit of California's ratepayers. This goal should be supported not only in EPIC's technical program areas, but also in EPIC's administrative structure. Therefore, all EPIC program decisions and activities – from the setting of research priorities, to the treatment of intellectual property concerns, to the administrative balancing of due process with flexibility and responsiveness– should support, embody, and advance true, productive energy innovation.

California's Goals: As the CPUC's EPIC decisions make clear, supporting California's key energy, climate, and economic policy goals is one of the core justifications of the EPIC program, and a purpose that drives much of EPIC's governance and requirements. Each EPIC funding decision and other activity must be made and considered in the context of these policy goals. Identifying and advancing strengths in this respect shall be a key focus of this evaluation.

1.1.4. Evaluation Categories: Scope of Evaluations to be Conducted

The evaluation will have five Evaluation Categories: 1) Investment Planning, 2) Project Selection, 3) Project Assessment, 4) Program Management and Administration, and 5) Contextualized Considerations. For all inquiries in these categories (listed below), the Contractor shall focus on identifying practical, implementable improvements to address any identified weaknesses or gaps. For all questions in these categories (listed below), the Contractor shall focus on identifying practical, implementable improvements to address any identified weaknesses or gaps. Each specific question does not have to be discretely pursued in the evaluation; the Contractor shall pursue a substantive investigation consistent with the questions.

The Contractor will produce a comprehensive report of its findings, conclusions, and recommendations. A list of tasks and deliverables is provided at the end of this section.

<u>Evaluation Category 1: Investment Planning</u>

Primary question: Is the triennial investment planning process working? That is, is it effectively identifying a broad range of potential energy RD&D objectives, evaluating those objectives according to sensible criteria, and ultimately producing investment plans with a high likelihood of producing benefits for California ratepayers and achieving other EPIC goals?

Plan scoping: Are EPIC plan scoping considerations adequately comprehensive, and planning decisions made according to appropriate criteria? What is the process by which the administrators identify potential objectives? Within each administrator's organization, which people, and what knowledge and resources, are consulted as part of the objective identification process? What criteria decide whether an objective will be included in a draft investment plan? To what extent are those criteria external (e.g., code requirements), and to what extent are they internal (e.g., staff expertise or interest, administrator cost savings)? Are administrators' planning priorities aligned and consistent with the EPIC Core Values?

Plan scoping outreach: To what extent do administrators seek and actually secure participation from leading and emerging energy innovation stakeholders, including but not limited to those identified in D.12-05-037 Ordering Paragraph 15, throughout the investment planning process? Are stakeholder comments fairly and adequately considered? Is stakeholder outreach sufficient during plan scoping? What protocols are in place to seek input on the scoping of the investment plan? Who participates? Should any parties be participating who are not? Are the administrators soliciting input from other energy innovation experts? What protocols are in place to collect, document, and respond to comments submitted on investment plan scope? Who and what decides whether a suggestion is included? How are those decisions documented? To what extent do the broad objectives and priorities of investment plans change as a result of comments?

Plan scoping efficiency. Taking into account the need for stakeholder participation and administrator coordination, is the plan scoping process overly burdensome or otherwise inefficient? If so, what specific changes might be made to improve this?

Planning period: Is three years the correct planning period? Is there any evidence that a shorter, or longer, planning period might be preferable?

Evaluation Category 2: Project Selection

Primary question: Is the project selection process working? That is, is it resulting in award of funds to projects that are consistent with EPIC policy objectives and planning processes, in an open, effective, and efficient manner?

The Contractor shall evaluate a representative sample of EPIC-funded projects for each administrator and answer the following:

Selection goals: Was the project selected with sufficient consideration and documentation of its goals and objectives? What was the process by which the project was selected? Was the project chosen according to some strategic objective? Is it a piece of a larger initiative? Is it filling a research gap? Was the project chosen to prove or demonstrate some specific, well-defined innovation? If so, was a clear baseline defined, against which project success ultimately would be judged?

Plan consistency: Did an investment plan guide the project selection decision? Does the project fall within the bounds identified in the approved investment plan and applicable CPUC rules? Are there any

discrepancies between project descriptions in annual reports and statements made in the relevant investment plan? If so, why?

Public interest focus: *Within* the context of the program's mandatory guiding principle of providing benefits—a requirement not present within every innovation RD&D program—to what extent was the project selected to provide broader public interest benefits? For example, to what extent does the project propose work that could not be or was not being conducted by the competitive market at the time it was funded? Is the project focused on reducing public externalities of private activities? Is the project likely to be of low value to individual firms but of high value to society? This question seeks to understand the extent to which EPIC functions as a public interest energy R&D program while also providing electricity ratepayer benefits.

Coordination: What concrete evidence conclusively demonstrates the extent to which the project is coordinated with other EPIC investments and other energy innovation efforts led by federal, private, and other research entities? What identifiable process safeguards are in place to avoid unnecessary duplication of efforts?

Transparency: Is the information in the preceding questions documented in sufficient detail prior to a project receiving funding?

Contracting process: Is the contracting process fair and efficient? What was the contracting process? Was each relevant contract competitively awarded? If not, why not? How long did it take to finalize a contract? Were there any objections to the award? How were they addressed?

Evaluation Category 3: Project Assessment

Primary question: What is the status of EPIC investments? Do the administrators do everything possible to track the progress of funded work? Are ongoing projects showing reasonable indicators of success? Are processes in place to determine project viability over time and disseminate project results to stakeholders?

Status assessment: Are project status assessment practices sufficient? Are EPIC projects periodically assessed against the goals and objectives for which they were selected? Are they assessed to ensure that the specific scope, application, goals, funding recipients, and expected/potential benefits of implemented projects fall within the bounds identified in the approved investment plan and award documents? As projects progress, what specific factors and priorities determine how/whether they proceed (such as by reduced or increased funding)?

Cancellation assessment: As part of status assessments, are projects periodically subject to go/no-go checks? What factors determine whether a project is cancelled, de-prioritized, or not pursued? What protocols are in place to assess whether a project should continue? What is done with the funds that were allocated to that project?

Benefits quantification: Are project benefits sufficiently and reasonably documented? What methodologies are used to quantify research benefits? Are administrators able to make reasonable,

quantitative estimates of, for example, potential energy or cost savings, job creation, economic benefits, environmental benefits, or other benefits? Are administrators able to provide compelling qualitative explanations of benefits?

Results tracking and dissemination: Are administrators sufficiently documenting and promoting project successes and otherwise tracking results? What approach is used to disseminate results and innovations? What protocols are in place to track adoption of EPIC-developed technologies, strategies, or data by other parties, such as utilities, governments, or businesses? What protocols are in place to determine whether dissemination is successful, e.g., tracking market adoption indicators? What improvements could be made?

Reporting and information transparency: Are current EPIC reporting processes and requirements sufficient for informing interested parties about the status of EPIC? How much staff time and how many administrative resources are taken up producing an Annual Report? What informational delays are inherent in the annual reporting process? To what extent are interested parties able to access current information about ongoing and completed research? What evidence exists of other parties using this information to advance EPIC efforts or goals?

Evaluation Category 4: Program Management and Administration

Primary question: Are the administrators effectively complying with program requirements? Beyond mere compliance, are administrators functioning as world-class energy innovation program managers?

Compliance: Is the administrator in full compliance with all relevant program requirements? Such requirements include, but are not limited to: 1) all requirements in relevant CPUC Decisions; and 2) all relevant requirements in California laws, including Public Resources Code §§ 25710-25712 and Public Utilities Code §§ 740.1 and 8360, as applicable. This evaluation shall be presented in list format, with a description of each requirement, a determination of compliance (compliant, non-compliant, in progress, not applicable, or unknown), and an explanation as necessary.

Administrative spending: Is the administrator adhering to the 10% administrative cost cap and reporting requirements, as defined in D.13-11-025 and D.15-04-020?

Management and organizational structure: Does the administrator have sufficient administrative and technical expertise and capabilities? What funding decision-making structure exists, and does it demonstrably align with the core goals and values of EPIC? Are adequate resources devoted to staffing EPIC-related positions? Are administrative roles and responsibilities well defined? What degree of risk-taking in project decision-making is deemed acceptable?

Financial accountability: Does the program follow financial best practices? Are adequate records kept of all financial transactions? Are all EPIC funds spent on authorized projects or purposes? Are the utilities appropriately booking costs to their EPIC accounts?

Contracting: Is the contracting process efficient, transparent, and fair? For all instances of the use of sole source or other non-competitive contractor/funding recipient selection mechanisms, was the administrator's choice justified under the circumstances, and compliant with EPIC decision guidance and California law? How do contracting processes compare with those of other public interest energy innovation programs?

Match funding: Does the program follow best practices in attracting additional funding? What is the prevalence and level of match funding (non-EPIC funding from other project partners)? Federal, other state, or other sources of funding? What characteristics do highly-leveraged projects have in common?

Non-duplication: Does the program follow best practices to identify and reduce duplication? What are specific, concrete examples of avoided duplication? Has there been any unnecessary duplication? What level of synergy among innovation investments exists? To what extent has coordination affected administrative practices or program investments?

Evaluation Category 5: Contextualized Considerations

Primary question: Looking beyond project- and administrator-specific considerations, what impacts does the program overall have in a wider context? This category seeks to evaluate EPIC's place in the broader innovation and policy landscape.

Responsiveness: How responsive is the administrator to broad industry trends and innovation needs, public and stakeholder input regarding program priorities and research investment decisions, and CPUC staff direction, input, and guidance?

Policy consistency: To what extent does EPIC support the policy goals of the State of California, including especially key policies and regulations pertaining to greenhouse gas reduction, renewable energy generation, energy efficiency, energy storage, electric vehicles, and integrated resource planning?

Program equity: To what extent are EPIC funds invested in an equitable manner which ensures that the beneficiaries of the research contribute fairly to the funding, and that those who fund the research receive a fair share of the benefits? To what extent does EPIC achieve a balance of benefits to all sectors that contribute to its funding?

Disadvantaged communities: Are EPIC investments and administrative practices appropriately supporting disadvantaged communities? Provide specific recommendations for ways EPIC can *better* support the provision of clean energy benefits to these communities.

Split administration: Is the private/public administration structure of the program effective? That is, is the program's dual public agency/private utility administrative nature demonstrating notable strengths, and fulfilling the CPUC's intents in designating such administrators, and/or providing identifiable benefits?

Impactful Practices: Accounting for the unique nature, situation, and processes applicable to each administrator, what are the most impactful aspects of the administrator's standard operating procedures and practices?

Benefits: To what extent is a focus on benefits, as defined by the CPUC, driving the investments and implementation of the program? Are the administrators interpreting the benefits goals of the program as intended and implementing their programs with an appropriate focus on these benefits?

Best practices: How does the EPIC program compare to recent or currently-ongoing state, federal, and international energy RD&D programs in terms of administration, reporting, coordination (between different projects and different administrators, as well as among administrators, innovators, regulators, and energy policymakers), planning, and priority-setting?

CPUC-enactable improvements: What constructive recommendations can be made for improvements that the CPUC could enact to help administrative practices or program requirements better fulfill program guiding principles and CPUC requirements and intent? What different approach or factors should the CPUC consider when overseeing the program? The Contractor shall integrate and synthesize overall trends and findings from all sections of this evaluation to provide program improvement recommendations.

1.1.5. Tasks and Deliverables

This contract will consist of the following tasks and deliverables:

Task	**Deliverable**
Refine and fully develop a detailed evaluation project plan, based on proposed approach and feedback.	Detailed Evaluation Project plan
Manage and implement research plan. Regularly coordinate with Project Manager to provide updates and receive further input and direction as needed.	Regular meetings and update reports with Project Manager
Develop brief, informal interim report containing initial findings and recommendations. Report may be in document or presentation format.	Interim EPIC Evaluation Report
Develop final report containing synthesized findings and data; analysis; and conclusions and recommendations. Contractor may also develop a "wiki" online website format for making evaluation and program information	Final EPIC Evaluation Report

accessible to the public. Report must fulfill key purpose of presenting actionable recommendations. For public dissemination.	
Maintain complete data records, such as details of individual evaluated projects and administrative practices, to provide as background record for Project Manager.	Evaluation Data Records
Prepare a short, accessible summary version of the Final Report, highlighting significant findings and high-priority recommendations. For public dissemination. The purpose of this deliverable is to present key findings in an accessible, synthesized, and quickly-understood format.	Findings and Recommendations Summary Briefing Document
Produce and provide communications and outreach support for substantive workshops in Northern and Southern California presenting and contextualizing key findings for stakeholders.	Stakeholder Workshops (2 minimum)

1.1.5 Minimum Requirements of Bidders

In order to expedite the evaluation process, only those bidders that provide evidence of following minimum requirements shall continue to the technical evaluation Phase I:

Requirement 1: Experience

Bidders must have and clearly demonstrate either:

a) 36 months' experience performing complex *R&D/innovation program* analysis and evaluations similar to the work described in the Statement of Work,

b) 60 months' experience performing complex *energy and/or technology program* evaluations similar to the work described in the Statement of Work, and/or

c) 24 months' experience performing complex *R&D/innovation program* analysis and evaluations similar to the work described in the Statement of Work in addition to 36 months' experience performing complex *energy and/or technology program* evaluations similar to the work described in the Statement of Work.

Requirement 2: Proposals must demonstrate the experience and expertise of the proposed team in handling the duties described in this RFP, including but not necessarily limited to: conducting in-depth program assessment studies in an energy research context, analysis of quantitative and qualitative Program data, synthesizing complex information to identify trends and recommendations, convening experts and developing consensus, and technical report writing, editing, and production skills.

Requirement 3: Proposers must demonstrate their experience developing and producing rigorous reports and communicating findings in accessible ways.

Failure to meet these requirements will result in a proposal to be rejected and deemed nonresponsive.

In order to demonstrate that the bidder has sufficient experience and expertise to perform the tasks outlined in the Scope of Work, each proposal must include a chronological list of similar work performed by the contractor(s) using Attachment #3 Minimum Qualifications and References Sheet.

~~**Requirement 4:** Licensing/Certifications Requirements - CSLB and/or other licenses and certifications~~

~~The bidder is required to submit the following licenses in the name of the bidder or subcontractor with the bid package: CSLB "B" Type – General Contractor's License~~

1.2 Post-Award Contract Performance

Once a contract has been awarded, the contractor is expected to perform the following initial tasks, listed here for background information for interested proposers.

The first tasks will be to

(1) Coordinate with the CPUC Contracts Office and the Project Manager to move forward with the contract as specified in the Scope of Work and this RFP.

(2) Prepare to immediately launch project work, as permitted under the contract and this RFP, with an immediate focus on the first task in the Scope of Work.

1.2.5 Project Management

The following are project management and performance specifications setting forth contractor work performance under this 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 Project Manager for all work performed.

(5) Acquire approval from the CPUC Project Manager and Contracts Manager for expenditures that were not individually listed in the Cost Sheet, prior to undertaking such expenditure.

(6) Acquire approval from the CPUC Project Manager for any replacement, substitution or addition of staff under the contract.

(7) Acquire approval from the CPUC Project Manager and Contracts Manager for any replacement, substitution or addition of sub-contractor under the contract.

(8) Carry out provisions of the contract within specifications, budget, and schedule.

(9) Identify and report problems in a timely manner and recommend and implement solutions.

(10) Meet regularly with CPUC staff as required by the CPUC Project Manager to discuss progress, needs, problems, solutions, and deliverables.

(11) Monitor and track quality of performance, staff, subcontractors, and other relevant factors to ensure contract compliance and excellence.

(12) Interact with the CPUC Project Manager, technical staff, and managers professionally and efficiently.

(13) Understand and comply with the CPUC's administrative processes and procedures.

(14) Respond to the identified workload in a timely manner and consistently meet all work product and event deadlines.

(15) Provide competent and qualified experts in all technical and administrative areas identified in this RFP and that may be needed in the future.

(16) Meet the terms of the Agreement in a cost-competitive manner.

(17) Maintain a working knowledge of existing and new CPUC programs applicable to the contract.

1.2.6 Other Requirements

The performance of the contract associated with this RFP includes all administrative costs associated with the statement of work and any costs associated with the compliance of all government requirements.

Invoicing and Payment

Abide by all Commission-required policies and procedures related to invoicing and payment.

Project Coordination Meetings

Hold project meetings on a schedule to be determined by the Division Project Manager.

Status Reports

Prime Contractor will provide reports to CPUC staff and/or other groups at the discretion of the project manager that may entail work activities, progress reports, work product deliverables, or other information upon request.

Sub-contractor Records and Other Government Reporting Requirements

Prime Contractor is responsible to collect and retain all sub-contractor records associated with the scope of work and government reporting requirements to include but not limited to Small Business and DVBE reports, progress reports, all deliverables, and presentations.

2. Contract Term and Budget/Cost Limitations

Term

The contract executed in response to this RFP will be for a **1-year** term; the estimated agreement dates will be from approximately July 29, 2016 to **July 29, 2017.** Time is of the essence in this contract, as the evaluation is intended to inform the third triennial EPIC application proceeding, which is due to begin in May 2017. Prior application proceedings have lasted months to over a year; to optimally inform the proceeding the results of this contract should be made available as early in the 2017 proceeding as possible.

If necessitated by the proceeding timeline, and if consistent with the contract timeline, the CPUC will have the option to offer to extend the contract for time only, for up to three (3) months. This time extension option may be offered at the CPUC's sole discretion. The contract executed as a result of this RFP may explicitly provide for the option of this one-time, time-only 3 month extension.

Budget/Cost Limitations

The bid submitted in response to this RFP shall not exceed $1,500,000.00.

The contractor is expected to provide their most competitive bid associated with this RFP, and cost factors are evaluated in technical scoring.

This RFP requires a minimum of 5% DVBE participation; at least 5% of the value of the total contract must be allocated to a DVBE. This RFP also requires a minimum of 25% small business participation; at least 25% of the value of the total contract must be allocated to a small business. Sections 7.4 and 14 provide more information on these requirements.

3. Key Action Dates

Key Action	Date All dates are in 2016	Time
RFP Release Date – Posted on www.caleprocure.ca.gov	**Monday, May 16, 2016**	

Key Action	Date All dates are in 2016	Time
Bidder's Telephone Conference [Optional] **Dial 1-866-811-6884, enter passcode 874-2156#**	~~**Friday, June 3, 2016**~~ **Thursday, June 9, 2016**	~~**11**~~ 10 am Pacific Time
Bidder's Written Questions Submittal Deadline Submitted to ContractsOffice@cpuc.ca.gov as specified in Section 5.2	**Thursday, June 9, 2016**	**4:00** pm Pacific Time
CPUC Written Answers Due Date Posted as specified in Section 5.2	**Thursday, June 16, 2016**	
Bidder's Proposals Due Date*	**Thursday, June 30, 2016**	**4:00** pm Pacific Time
Phase I – Technical Evaluation and Scoring of Proposals	**Friday, July 1, 2016** through **Friday**, **July 8, 2016**	
Phase II – Bidder Interviews	**Monday, July 11, 2016** through **Wednesday, July 13, 2016**	
Phases III – Cost Evaluation and Final Scoring	**Thursday, July 14, 2016** through **Thursday, July 21, 2016**	
"Intent to Award" Posted in CPUC-SF Lobby and on the CPUC website	**Friday, July 22, 2016**	
Protest Period (5 Business Days)	**Friday, July 22, 2016** through **Thursday**, **July 28, 2016**	
Proposed Contract Award Date	**Friday, July 29, 2016**	

Notes:

* The Bidder's Proposal Due Date cannot be changed except by an official addendum posted on www.caleprocure.ca.gov. Please refer to Cal eProcure as you develop your proposals for the latest information.

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

4. Contact with Commission during RFP Process

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

5. Bidder Questions and Bidder's Conference

5.1 Bidders' Conference

This RFP does not have a mandatory Bidder's conference.

An **optional** Bidders' Conference, where bidders may discuss and ask questions regarding the RFP and Contracts process, specific CPUC program information associated with this RFP in person with the Project Manager, CPUC Contracts Office, and CPUC Management is scheduled for the day and time noted in the Key Action Dates table in Section 3.

The conference will begin at the scheduled time and adjourn at the scheduled time or once all questions and comments are heard, whichever is earlier. Note: All verbal information provided shall not be binding on the CPUC; if a bidder requires a formal response to any questions regarding this RFP, the questions must be submitted in writing as specified under Section 5.2.

5.2 Bidder Questions

Bidders requiring clarification of the intent or content of this RFP or on procedural matters regarding the competitive bid process may request clarification by submitting written questions with **RFP 15PS5010 Electric Program Investment Charge (EPIC) Independent Evaluation**, in the subject line, via electronic email format in Word, addressed to ContractsOffice@cpuc.ca.gov. To ensure a response, questions must be received by the scheduled date specified in RFP Section 3 - 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 caleprocure as an attachment titled Answers to **RFP 15PS5010 Electric Program Investment Charge (EPIC) Independent Evaluation**, and CPUC's Internet: http://ek2015.cpuc.ca.gov/contracting/ without identifying the submitters. At the sole discretion of the State, questions may be paraphrased by the State for clarity.

6. Required Proposal Elements and Information

Proposals must demonstrate the experience and expertise of the proposed individual or team to perform handling the duties described in the SOW above.

Required Documents

The requirement documents are specified in Attachment 1 – Proposal Checklist.

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

1) Bidder Business and Contact Information and Cover Letter

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

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

2) Conflict of Interest Statement and Any Supporting Documentation

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

3) Minimum Experience and References Sheet

Bidders must have the minimum requirements specific in Section 1.1.4 Failure to meet this requirement will result in a proposal to be rejected and deemed nonresponsive. The requirements listing project titles, staff members, and dates of contract award and completion will be submitted using Attachment #3 below as a guide.

4) Resumes and Organizational Chart

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

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

5) Summary of Relevant Team Experience

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

6) Work Plan, Proposed Methodologies/Approach

The proposer shall develop a work plan and schedule for project completion based on the Purpose and Description of Services provided in Section 1 above. The work plan should provide at minimum a description of project tasks, sub-tasks, timelines, milestones, and include, but not limited to following: proposed methodologies, proposed approaches, contractor/sub-contractor expertise, contractor/subcontractor performance criteria, and interim and final deliverables.

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

7) Sample Work Products/Reports

Provide a hardcopy of a sample report (Project Management and Other Reports) prepared for a recently

completed (or current) client project. If possible, the sample report should have been prepared by a significant portion of the proposed team members. If the proposer has performed work for the CPUC in the recent past, provide a sample report from that project if possible.

8) Detailed Cost Sheet
The Cost Sheets must be submitted in hard copy and in a separate sealed envelope marked "**Do Not Open – Costs for RFP #15PS5010"**

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

In the Cost Sheets, Bidders shall identify all allowable costs for performing the scope of work indicated in Section 1, and provide hourly rates and time estimates for all team members who will be working on the project.

8a) The rates, total cost, and description of tasks and deliverables performed by the DVBE Participant must be submitted in the sealed separate envelope. The total DVBE costs must meet the minimum requirement of this RFP.

8b) The rates, total cost, and description of tasks and deliverables performed by the Small Business (SB) Participant must be submitted in the sealed separate envelope. The total costs SB must meet the minimum requirement of this RFP.

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

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

The hourly rates submitted in this proposal for each role and/or title are fixed for the life of the contract. Hourly rates may not be increased during the life of the contract.

9) All Required Forms specified in Attachment 1.

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.

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

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

7.1 Overview

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

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

This includes but not limited to ensuring that (1) all documents are included and properly signed in the bidder's proposal, (2) all forms as stated on Attachment 1 – Proposal Checklist and includes Preference Program documentation for Small Business, Microbusiness, Disable Veteran Business Entity requirements, Non-Small Business Contracting with Small Business, and Target Area Contract Preference Act (TACPA), if applicable; (3) No rates, labor hours, or cost information is contained in the bid proposal, (4) The Cost Proposal Worksheet and contractor rates are provided in a separate sealed envelope. If the RFP does not meet the submission requirements, then those proposals will not forwarded to the Evaluation Panel for the Phase I by the PUC's Contracts Office.

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

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

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

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

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

	Evaluation Description	Maximum Value
	Phase I: Technical Evaluation	
1	Minimum Qualifications	pass/fail
2	Proposal Evaluation	150
3	Phase II: Bidder Interviews	100
4	**Phase I/II: Score (Sum of technical and interview evaluations)**	**250**
	Phase III : Cost Evaluation and Final Scoring	
5	Cost Evaluation and Final Scoring	30
6	**Cost Score Subtotal**	**30**
	Technical and Cost Score	**280**
7	DVBE Incentive Points*	**14 (5% of 280)**
8	**Unadjusted Total Score (Sum of Non-Cost, Cost Score, DVBE)**	**294**
9	TACPA Preference Points**	25.2 (9% of 280)
10	Small Business Preference Points***	14 (5% of 280)
11	**Total Score******	**333.2**

* The DVBE score shall be awarded per section 7.4.3.

** All requests for TACPA Preferences points shall be forwarded to DGS/Procurement for verification of worksite and workforce eligibility; if awarded, TACPA points are calculated by multiplying the worksite and workforce eligibility (5% to 9%) with the highest Unadjusted Total Score. See section 7.4.4.

*** Small Business Preference points are calculated by multiplying 5% with the highest Unadjusted Total Score of a non-small business bid. See section 7.4.5.

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

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

7.2 Phase I: Technical Evaluation

7.2.5 Minimum Qualifications

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

Each proposal will be checked for the presence or absence of required qualifications outlined in *Section 1.4.4: Minimum Requirements of Bidders.* Proposals that do not meet Section 2 requirements will be rejected and will not be scored.

7.2.6 Proposal Evaluation Phase I

Proposals that meet the minimum qualifications will be evaluated and scored according to the criteria indicated below. A minimum of 115 points out of 150 must be awarded in Phase I in order to continue to Phase II: Bidder Interviews.

CRITERIA	MAXIMIUM POINTS AWARDED
Proposed Approach and Work Plan *The bidder's proposed approach is easily identifiable; demonstrably suitable for the EPIC program; and a practical, innovative approach to completing the statement of work. The work plan demonstrates a clear understanding of the steps needed to accomplish the work, and the ability to meet and exceed project goals and expectations. There is little to no uncertainty about the overall methods to be used or the proposer's ability to use them.*	50
Experience and Qualifications of Team Members *Appropriate experience and skills in line with the qualifications required and preferred under Sections 2 & 5; and related to the SOW in Section 1*	40
Quality of Previous Work Products *Demonstrated history of providing high quality services and work products as demonstrated by the Sample Report*	30
Adequate Staffing Levels *Sufficient time by the appropriate personnel to complete the necessary tasks and an appropriate commitment of senior staff members*	30
Total Possible Points	**150**

7.3 Phase II: Bidder Interviews

Bidders whose proposals pass Phase II will be contacted to schedule an interview during the dates indicated in *Section 3 Key Action Dates*. Interviews will be conducted by the same evaluation committee members who assessed the written proposals. Interviews will be held at the CPUC's

offices in San Francisco. At a minimum, the bidder's project manager and two other project team members must appear in person or via conference call for the interview. Travel costs incurred by the bidder are the responsibility of the bidder and will not be reimbursed by the State.

Phase II will consist of an interview with the following format:

1. **A 30-minute (maximum) presentation by the bidder.** The presentation must focus on capturing and communicating the most important aspects of the bidder's proposal, with an emphasis on clarifying why the proposed approach is uniquely effective.
2. **A 30-minute (maximum) discussion and Q&A session.** The discussion session will be an opportunity for the evaluation panel to ask questions. The panel may ask questions about the presentation and/or questions that arose during Phase I. Bidders may ask questions as well during this portion.
3. **A 30-minute (maximum) presentation exercise.** For the presentation exercise, the following format will be used: The evaluation panel will present the bidder team with a moderately challenging question about the EPIC program. The question will be *similar to* this question: "What are a few characteristics of the EPIC program that are strengths or weaknesses? Provide examples/ justify your response." The evaluation panel will leave the room, and bidder team will have 15 minutes to prepare a presentation that addresses the question provided. The evaluation panel will return, the bidder team will give a 10-minute presentation, and there will be a 5-minute question session.

CRITERIA	**MAXIMIUM POINTS AWARDED**
Project Presentation (Sections 1-2) *Thorough and clear presentation made with the participation of all team members present. Presentation provides an overview of the more complex aspects of the project that is accessible to a non-technical audience. The presentation captures and communicates the core aspects of the proposed approach. Questions are answered completely and clearly.*	50
Preparation and Coordination (Section 3) *The project team is able to create and deliver a thoughtful, substantive response to a moderately-challenging question with limited preparation time, demonstrating their knowledge of EPIC and ability to collaborate productively.*	40
Overall Presentation Skills *Bidders are skilled presenters, citing evidence when available, using non-technical language wherever feasible.*	10
Total Possible Points	**100**

7.4 Phase III: Cost Evaluation and Final Scoring

Hourly Rates

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

Total Cost Bid

The Bidder shall provide a Total Cost Bid that identifies <u>all of their costs</u> for performing the scope of work indicated in Section 1. 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.

7.4.5 Total Cost Points

Each bidder's total cost for all services will ranked from low-to-high. The proposal with the lowest total cost will receive a score of **30**. The remaining proposals will receive an incrementally lower score as indicated in the example stated in SCM Volume 1 Section 5.25.

Lowest Cost Proposal = $75,000
Other Proposal = $100,000
Total Cost Points Available = 30 Points

Lowest Cost Proposal $75,0000 / $100,000 = .75

.75 X 30 = 22.5 Cost Points awarded to the other proposal

7.4.6 DVBE Minimum and Incentive

DVBE participation for this RFP has two criteria: 1) **a mandatory minimum DVBE participation of 5%,** and 2) an incentive for DVBE participation of 5% of the Technical and Cost points. The *mandatory minimum* applies to all bidders; the 5% points incentive is awarded to DVBE bidders. The award of DVBE incentive points cannot be used to achieve any applicable minimum point requirements.

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

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

7.4.7 Adjustment for TACPA Preference Program

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

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

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

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

7.4.8 Adjustment for Small Business Preference Program

Small Business participation for this RFP has two criteria: 1) **a mandatory minimum Small Business participation of 25%** and 2) an incentive for Small Business participation of 5%. The *mandatory minimum* applies to all bidders; the 5% points incentive is awarded to small business bidders.

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

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

Commercially Useful Function

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

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

- Is responsible for the execution of a distinct element of the work of the contract.

- Carries out its obligation by actually performing, managing, or supervising the work involved.
- Performs work that is normal for its business, services and function.

8. Other Important Information for Bidders

8.1 Addendum

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

8.2 Eligibility

This Secondary RFP is an open solicitation for private entities, non-profit organizations, the University of California, California State University Foundations, and other governmental entities, and all agreements entered into with the State of California will include by reference General Terms and Conditions (GTC 610) available at www.documents.dgs.ca.gov/ols/GTC-610.doc and Contractor Certification Clauses (CCC 307) available at www.documents.dgs.ca.gov/ols/CCC-307.doc by which the State's General Terms and Conditions (GTC-610) are not negotiable.

8.3 Confidentiality

Submitted bids become the property of the State. Bids are public record and Bidders should be aware that marking a document "CONFIDENTIAL" or "PROPRIETARY" or similar 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.

8.4 Payment

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

8.5 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.[1] Contractor must abide by these rates to obtain reimbursement for travel costs.

The published DPA travel rates and rules are available at the below website link and are summarized in the following table:

http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx

In-State Travel		
County Location	With Receipt	Without Receipt
San Francisco County and City of Santa Monica	Up to $150.00 plus tax	$0.00
Alameda, Santa Clara and San Mateo Counties	Up to $140.00 plus tax	$0.00
Monterey and San Diego Counties	Up to $125.00 plus tax	$0.00
Los Angeles, Orange, Ventura Counties and Edwards AFB, excluding the city of Santa Monica	Up to $120.00 plus tax	$0.00
Napa, Riverside, and Sacramento Counties	Up to $95.00 plus tax	$0.00
All others	Up to $90.00 plus tax	$0.00
Out of State Travel		
States	With Lodging Receipt	Without Lodging Receipt
All	Actual cost of lodging plus meals and incidentals, based on in-state rates and policies	Meals and incidentals, based on in-state rates and policies
Meals and Incidentals	With Receipt	
Breakfast	Up to $7.00	
Lunch	Up to $11.00	
Dinner	Up to $23.00	
Incidentals	Up to $5.00	
Mileage		
56.5 cents Per miles (2014)		

[1] The State Contracting Manual, in its entirety, is available at: http://www.dgs.ca.gov/ols/Resources/StateContractManual.aspx

8.6 Printing Services under this RFP

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

While the SOW indicates that various reports and briefing documents are required, this does not necessarily require the contractor to provide hard copies, except in support for the indicated workshops. Official delivery of report deliverables can be via electronic or web copies.

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

8.6.5 Authorization

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

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

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

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

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

8.6.6 Small Business/DVBE Sub-Contracted Printers

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

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

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

9. Conflict of Interest

9.1.5 GENERAL DESCRIPTION

A. For purposes of this Agreement, "conflict of interest" means:
   a) a conflict of interest as defined in this RFP or any resulting Agreement;
   b) a conflict of interest prohibited by any applicable Federal or State law, including the Political Reform Act, relating to conflicts of interest.[2]; and/or
   c) a financial interest that may impair the ability of the individual or firm to deliver fair unbiased work for the State.

B. The bidder agrees to notify the Commission's Project Manager promptly of any potential conflict of interest, including those of all persons performing work for the bidder under this Agreement, whether employees, independent contractors or others. The CPUC may exercise its option to direct termination of any individual or firm or this Agreement, if such a conflict is found.

9.1.6 DISQUALIFICATION FROM THE RFP SELECTION PROCESS

The firm is disqualified from the RFP selection if the firm is a party to A.12-11-001 et al or A.14-04-034 et al. For purposes of this Agreement, "Covered Entities" means any of these parties.

9.1.7 ADDITIONAL CONFLICTS EVALUATION

A. The following conditions, for any prospective team member (firm, or individual, whether a contractor or subcontractor, etc., performing or supervising work under this contract whose work on this project is expected to involve the exercise of judgment), may constitute a conflict of interest:
   1) Any application for or receipt of EPIC funds- in any amount, and at any time; financial or contractual partnership with any EPIC funding recipients; or any active proposals before the EPIC Administrators for EPIC funds.
   2) Current contracts/employment with, or active proposals before the Covered Entities or any parent, subsidiary, or affiliate thereof.
   3) A conflict of interest prohibited by any applicable Federal or State law, including the Political Reform Act, relating to conflicts of interest.

B. The presence or absence of conflicts will be scored in the evaluation process.

9.1.8 DISCLOSURES.

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

A. A number of conditions may render a team unable to give impartial, technically sound, objective assistance and advice, otherwise result in a biased work product, or result in an unfair competitive advantage. In order to properly evaluate and judge the proposed team, and avoid termination and/or controversy at a later stage, DISCLOSE for each participating firm and individual:

[2] The Political Reform Act is set forth in Government Code section 81000 et. seq.

1) Prior contracts during the last three years with the Covered Entities or any parent, subsidiary, or affiliate thereof. Provide the total amount of payments, duration, and nature of service.

2) Any current contract, subcontract, active proposals, business relationship with, or any financial interest in any of the Covered Entities. (List the entity's name, the nature, the scope, and duration of the relationship or interest and its total monetary value.)

B. Failure to disclose the above-mentioned could be grounds for disqualification.

C. The disclosures and potential conflicts will be judged and used as an evaluation criterion in the bid selection process.

9.1.9 ADDITIONAL DISCLOSURES.

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

A. If (i) any individual team member who might perform work in response to this RFP also owns 10% or more of the firm performing the work and (ii) the firm now or within the past 12 months has been under contract with or received income from any of the Covered Entities or its parent, subsidiaries, or affiliates, disclose: the name of the individual; his or her percentage of ownership; cost and length of the contract (or if no contract, the amount of income received and the period over which received); and a brief description of the scope of work. (For purposes of this disclosure, a sole proprietor owns 100% of the firm.)

B. If any individual who might perform work in response to this RFP has received within the past 12 months (or will receive during any 12 month period) $500 or more of income from a Covered Entity, disclose the individual's name and the source of income (in response to this question, include the total income of the individual, his or her spouse or registered domestic partner).

C. If any individual who might perform work in response to this RFP has an investment in any Covered Entity worth $2000 or more, disclose individual's name and the company in which the investment is held (in response to this question, include the total investments of the individual, his or her spouse, or registered domestic partner, and dependent child).3

D. Contractor agrees to refrain from entering into any relationship that could result in a conflict of interest in the performance of work under this RFP; and to notify the Commission's Project Manager promptly of any potential conflict of interest, including those of its employees, subcontractors, and/or anyone performing work under this RFP.

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

E. The successful bidder agrees to comply with any and all applicable conflict of interest laws. This shall include compliance with state conflict of interest laws as directed by the CPUC's Project Manager. Additional information may be required in order to comply with state conflict of interest requirements.

9.1.10 RULES RELATING TO FORMER AND CURRENT STATE EMPLOYEES.

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

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

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

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.

10. Submission of Proposal

1. Content of Proposal Submission:

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

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

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

2. The proposal package should be prepared in the least expensive method. Expensive bindings, color displays, promotional materials, et cetera, are neither necessary nor desired. Bidders are encouraged to concentrate on conformity with RFP instructions, responsiveness to RFP requirements and the clarity and completeness of the bid's content.
3. The original proposal must be marked "MASTER." All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.
4. Submit 4 copies, marked or identified as "COPY" with the original proposal.
5. The bid price and all cost information must be submitted in a separate sealed envelope. The envelope containing bid and cost information will be affixed to the outside of the proposal package and marked "Do Not Open –RFP #15PS5010 – EPIC Independent Evaluation.
6. All proposals and cost information must be submitted under sealed cover and received by the CPUC by the Final Proposals Due date as identified in Section3 Key Action Dates. Proposals received after this date and time will not be considered.

7. The proposal envelopes must be plainly marked with this RFP number and title, your firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

   Your Firm's Name
   Your Firm's Address
   City, State and Zip Code
   RFP # **15**PS**5010**
   EPIC Independent Evaluation
   ATTENTION: Eulander Summerville
   DO NOT OPEN

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

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

   DO NOT OPEN
   RFP 15PS5010
   EPIC Independent Evaluation
   California Public Utilities Commission
   Contracts Office
   ATTENTION: Eulander Summerville
   505 Van Ness Avenue
   San Francisco, CA 94102

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

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

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

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

10. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all proposals. The State may waive any immaterial deviation in a proposal. The State's waiver of immaterial deviation

shall in no way modify this RFP document or excuse the proposer from full compliance with all requirements if awarded the agreement.

11. Costs incurred for developing proposals and in anticipation of the award of the agreement are entirely the responsibility of the proposer and shall not be charged to the State of California.
12. An individual who is authorized to bind the proposing firm contractually shall sign the Attachment 6, Proposal/Proposer Certification Sheet. The signature must be in blue ink and indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
13. A bidder may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline as set forth in the Key Action Dates. Proposal modifications offered in any other manner, oral or written, will not be considered.
14. A bidder may withdraw its proposal by submitting a written withdrawal request to the CPUC, signed by the bidder or an authorized agent. A bidder may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
15. The CPUC may modify this RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.
16. The CPUC reserves the right to reject all proposals for reasonable cause including cost. The agency is not required to award an agreement.
17. Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with this RFP's requirements.
18. More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered. Reasonable grounds for believing that any bidder has submitted more than one proposal for the work contemplated herein will cause the rejection of all proposals submitted by that bidder. If there is reason for believing that collusion exists among the proposers, none of the participants in such collusion will be considered in this or future procurements.

11. Award and Protest

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

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
FAX: (916) 376-5088

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

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

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

For detailed information regarding the protest process, see SCM Volume 1 Chapter 6.
http://www.documents.dgs.ca.gov/ols/SCM%202014/Chapter_6_-_Contract_Award_Protests.pdf

Upon award of the agreement and resolution of protest(s), if any, the awarded Contractor will be required to execute the Standard Agreement and other documentation as required. A sample of a Standard Agreement has been attached for reference.

Standard Agreement -Std. 213 - (See Attachment 13) – Contractor will be provided a complete standard agreement similar to the attachment. The standard agreement will include at minimum, the following Exhibits:

1. Exhibit A – Scope of Work
2. Exhibit B – Budget Detail and Payment Provisions
3. Exhibit C – General Terms and Conditions
4. Exhibit D – Special Terms and Conditions
5. Exhibit E – Additional Provisions

12. 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.

13. Agreement Execution and Performance

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

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

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

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

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

14. Preference and Incentive Programs

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

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

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

14.1 DVBE MINIMUM REQUIREMENT

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

The CPUC has established that all Bidders are required to comply with the DVBE program participation requirements of this RFP.

This solicitation requires a minimum five percent (5%) DVBE participation based upon the Bidder's total proposed cost in order to be responsive.

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

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

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 (contracts officer).

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.[4]

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.[5]

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:

---

[4] "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.

[5] See www.dgs.ca.gov/pd/Programs/OSDS/firmviolations.aspx regarding violations.

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

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

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

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

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

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

14.1.5 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.

14.1.6 Resources for Locating DVBEs

Resources for locating DGS certified DVBEs for participation include, but are not 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 caleprocure):

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

Listing of DVBE trade papers:

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

Listing of DVBE focus papers:

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

List of local DVBE contacts:

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

Calendar of DVBE events:

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

14.2 Small Business Requirement

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

The CPUC has established that all Bidders are required to comply with the Small Business program participation requirements of this RFP.

This solicitation requires a minimum twenty-five percent (25%) Small Business participation based upon the Bidder's total proposed cost in order to be responsive.

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.[6]

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

14.2.5 Preference for DGS Certified Small Businesses

Bidders claiming a small business preference must submit Bid Attachment 8, Small Business Affidavit, and indicate their DGS small business certification number. Bidders shall also include a copy of their DGS small business certification with their bids. All Bidders claiming the five percent preference as a DGS certified Small Business must also perform a Commercially Useful Function as described in RFP Section 14.4 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.

Questions regarding certification should be directed to the OSDS at (916) 375-4940.

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

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

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

14.2.6 www.dgs.ca.gov/pd/Programs/OSDS/SBEligibilityBenefits.aspx Small Business Preferences for Non-Small Businesses

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

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

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

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

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

If claiming the non-small business subcontractor preference, the proposal response must include a list of the small businesses with which the Bidder commits to subcontract in an amount of at least twenty-five percent (25%) of the Total Cost with one or more California Certified Small Businesses. Each listed certified small business must perform a "Commercially Useful Function" in performance of the contract as defined in Government Code Section 14837(d)(4).[7]

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.

14.3 TACPA Preference Program

The state has a dedicated procurement program designed to stimulate business and employment in geographic areas determined to be economically distressed, with areas of high unemployment, under the Target Area Contract Preference Act (TACPA). The DGS Procurement Division/Dispute Resolution/Preference Program Section administers the TACPA program and provides resource information. The Dispute Resolution general number is (916) 375-4611. The DGS Preference Program information line is (916) 375-4609. TACPA bid evaluation preferences are available as described in RFP Section 7 Evaluation Process.

14.3.1 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

[7] See also RFP Section 15.3 Commercially Useful Function

needed to produce the goods or provide the services being procured. Bidders desiring to claim Target Area Contract Preferences Act shall complete Std. Form 830 and submit it with the Final Proposal. Refer to the following website link to obtain the appropriate form with instructions: www.documents.dgs.ca.gov/osp/pdf/std830.pdf

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

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

Bidders seeking the TACPA preference must complete and submit the required form and all necessary attachments with their bids.

14.4 Commercially Useful Function

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

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

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

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

ATTACHMENT 1 – PROPOSAL CHECKLIST

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

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

Submit four (4) copies, marked or identified as "COPY" with the original proposal.

RFP: Mandatory Attachments for All Bidders

- ☐ Bidder Business Information and Cover Letter
- ☐ Contact Information for Proposers
- ☐ Proposal Checklist (Attachment 1 - this document)
- ☐ Conflict of Interest Statement (see Attachment 2)
- ☐ Attached Conflict of Interest Documentation (if applicable, see RFP Section 9)
- ☐ Minimum Experience and References Sheet (see Attachment 3)
- ☐ DVBE Declarations – STD 843 (see Attachment 4)
- ☐ Bidder Declaration – GSPD-05-105 (see Attachment 5)
- ☐ Bidder (Proposer) Certification Sheet (see Attachment 6)
- ☐ Darfur Contracting Act Requirements (see Attachment 7)
- ☐ Contractor Certification Clauses – CCC 307 (see Attachment 10)
- ☐ Commercially Useful Function Certification (see Attachment 11)
- ☐ Payee Data Record (STD 204) (see Attachment 12)
- ☐ Resumes for all Proposed Team Members (Including Sub-Contractor Staff)
- ☐ Summary of Relevant Team Experience
- ☐ Work Plan (as described in RFP Section 5)
- ☐ Sample Report(s)from Previous Client(s)
- ☐ Minimum Bidder Requirements (Section 1.1.4)

RFP: Required Attachments (If Applicable or Required)

- ☐ Small Business Affidavit (see Attachment 8)
- ☐ TACPA form and attachments (see RFP Section 7.3.1)
- ☐

Cost Data (BID PROPOSAL ONLY)

- ☐ Cost Sheet (see Attachment 9)
    1. Enclose one "Master" Proposal and 4 copies marked as "Copy" of the Cost Sheet in a separately sealed envelope marked "**Do Not Open – RFP 15PS5010 – EPIC Independent Evaluation"**
    2. Include the sealed Cost Sheet envelope within the Bidder's Proposal sealed bid package.
    3. Do not include the cost data that may be accessed outside the Cost Sheet envelope.

Contract Sample (Applicable to the Awarded Contractor Only)

Note: The bidder shall expect that the items described in the Sample Standard Agreement (Attachment 13) will be included in an agreement upon award of the contract. The agreement shall not include any contract language that has not been approved in advance in writing by the CPUC Procurement Official.

IMPORTANT NOTICE TO BIDDER:

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

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

ATTACHMENT 2 – CONFLICT OF INTEREST STATEMENT

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

Current State Employees (Public Contract Code §10410):

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

Former State Employees (Public Contract Code §10411):

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

Bidders also need to disclose information that is outlined in Section 8.6 of the RFP.

CONFLICT OF INTEREST STATEMENT

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

1. The bidder and its proposed team members, including employees, subcontractor(s), and/or anyone performing the scope of work indicated in Exhibit A, are compliance with Public Contract Code §10410 and §10411, which applies to current and former State employees.

2. The bidder and its proposed team members, including employees, subcontractor(s), and/or anyone performing the scope of work indicated in Exhibit A, agrees to refrain from entering into any relationship that could result in a conflict of interest.

3. The bidder and its proposed team members, including employees, subcontractor(s), and/or anyone performing the scope of work indicated in Exhibit A, have provided a full disclosure and additional information regarding any and all potential conflicts of interest under the terms of this RFP.

4. The bidder will notify CPUC Project Manager promptly of any potential conflict of interest, including those of its employees, subcontractors, and/or anyone performing the scope of work indicated in Exhibit A.

Legal Name of Bidder:_____

Signed by: _____

Printed name: _____

Title: _____

Date: _____

ATTACHMENT 3 – MINIMUM EXPERIENCE AND REFERENCES

BASIC QUALIFYING EXPERIENCE

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

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

SUMMARY SHEET

	Name of Firm	Date Started	Date Completed	Total Months
REF 1				
REF 2				
REF 3				
REF 4				
REF 5				
REF 6				
OTHER				
			Total Number of Months Experience	

REFERENCE DETAILS

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

REFERENCE 1	
Name of Firm:	
Street Address:	City: State: Zip Code:
Contact Person (Name and Title):	Alternate Contact Person (Name and Title):
Telephone Number:	Telephone Number:
Email Address:	Email Address:
Dates of Service:	Value or Cost of Service:
Description of Service Provided:	

REFERENCE 2	
Name of Firm:	
Street Address:	City: State: Zip Code:
Contact Person (Name and Title):	Alternate Contact Person (Name and Title):
Telephone Number:	Telephone Number:
Email Address:	Email Address:
Dates of Service:	Value or Cost of Service:
Description of Service Provided:	

REFERENCE 3	
Name of Firm:	
Street Address:	City: State: Zip Code:
Contact Person (Name and Title):	Alternate Contact Person (Name and Title):
Telephone Number:	Telephone Number:
Email Address:	Email Address:
Dates of Service:	Value or Cost of Service:
Description of Service Provided:	

REFERENCE 4

Name of Firm:
Street Address: City: State: Zip Code:

Contact Person (Name and Title):	Alternate Contact Person (Name and Title):
Telephone Number:	Telephone Number:
Email Address:	Email Address:
Dates of Service:	Value or Cost of Service:

Description of Service Provided:

REFERENCE 5

Name of Firm:
Street Address: City: State: Zip Code:

Contact Person (Name and Title):	Alternate Contact Person (Name and Title):
Telephone Number:	Telephone Number:
Email Address:	Email Address:
Dates of Service:	Value or Cost of Service:

Description of Service Provided:

REFERENCE 6

Name of Firm:
Street Address: City: State: Zip Code:

Contact Person (Name and Title):	Alternate Contact Person (Name and Title):
Telephone Number:	Telephone Number:
Email Address:	Email Address:
Dates of Service:	Value or Cost of Service:

Description of Service Provided:

ATTACHMENT 4 – DVBE DECLARATIONS (STD 843)

STATE OF CALIFORNIA – DEPARTMENT OF GENERAL SERVICES PROCUREMENT DIVISION

DISABLED VETERAN BUSINESS ENTERPRISE DECLARATIONS

STD. 843 (Rev. 11/2005)

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

SECTION 1

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

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

Solicitation/Contract Number:_____ SCPRS Ref. Number:_____
(FOR STATE USE ONLY)

SECTION 2

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

☐ I (we) declare that the DVBE is not a broker or agent, as defined in Military and Veterans Code Section 999.2 (b), of materials, supplies, services or equipment listed above. Also, complete Section 3 below if renting equipment.

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

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

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

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

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

Firm/Principal Phone: _____ Address: _____

SECTION 3

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

☐ Pursuant to Military and Veterans Code Section 999.2 (c), (d) and (g), I am (we are) the DV(s) with at least 51% ownership of the DVBE, or a DV manager(s) of the DVBE. The DVBE maintains certification requirements in accordance with Military and Veterans Code Section 999 et. seq.

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

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

(Printed Name) (Signature) (Date Signed)

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

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

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

Page ___ of ___

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

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

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

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

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

State of California—Department of General Services, Procurement Division
GSPD–05–105 (REV 08/09)

Solicitation Number_____

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.

Page_____ of _____

BIDDER DECLARATION Instructions

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

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

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

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

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

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

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

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

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

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

---

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

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

2. *(continued)* **Column Labels**

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

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

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

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

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

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

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

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

Enter "**N/A**" if the:

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

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

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

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

ATTACHMENT 6 – PROPOSAL/PROPOSER CERTIFICATION SHEET

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

Proposer's Certification:

I hereby certify that:

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

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

1. Company Name	2. Telephone Number ( )	2a. Fax Number ( )
3. Address		
Indicate your organization type: 4. ☐ 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, please check Option #1.

☐ **OPTION #1 - The bidder is not subject to the Darfur Contracting Act.**

☐ **OPTION #2 - 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.

☐ **OPTION #3 – 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.

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

ATTACHMENT 8 – SMALL BUSINESS AFFIDAVIT

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

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

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

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

   ☐ Yes ☐ No

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

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

   ☐ Yes ☐ No

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

   1) Subcontractor or supplier name

   2) Contact person

   3) Mailing address

   4) Phone number, fax number and email address

   5) DGS Small Business certification number

   6) A copy of the Small Business Certification from DGS website

   7) Description of the work to be performed and/or products

ATTACHMENT 9 – COST PROPOSAL/BID SHEET

Cost Proposal Sheet (Cost Sheet) Instruction

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

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

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

1. Names, position titles, and functionalities of all the team members who will perform the scope of work indicated in 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 authorized costs to perform the scope of work indicated in RFP Section 1.In the Cost Sheets, Bidders shall identify all allowable costs for performing the scope of work indicated in Section 1, and provide hourly rates and time estimates for all team members who will be working on the project.

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

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. Bidders are on notice that they must abide by these rates to obtain reimbursement for travel costs. .

SAMPLE COST PROPOSAL WORKSHEET

DIRECT LABOR (Prime Contractor)	HOURS	RATE	TOTAL
Program Manager (Job Description)	_____@	$_____	$_____
Staff Assistant (Job Description)	_____@	$_____	$_____
Technician (Job Description)	_____@	$_____	$_____
Clerical (Job Description)	_____@	$_____	$_____
		Total	$_____

SUBCONTRACTOR(S) COST ITEMIZED	HOURS	RATE	TOTAL
Program Manager (Job Description)	_____@	$_____	$_____
Staff Assistant (Job Description)	_____@	$_____	$_____
Technician (Job Description)	_____@	$_____	$_____
Clerical (Job Description)	_____@	$_____	$_____
			$_____

OTHER COSTS (EXCEPT LABOR)

Travel Costs	$_____
Other Costs (Specify)	$_____

TOTAL COST/BID $_____

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.

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

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 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. <u>SWEATFREE CODE OF CONDUCT:</u>

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).

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 s[8]hall 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)

8

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.)

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. 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.

ATTACHMENT 11 – COMMERCIALLY USEFUL FUNCTION CERTIFICATION

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

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

Name of DVBE/SB Supplier: _____ *Certification No:*_____

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

a. List the specific services will this SB and/or DVBE supplier provide?

b. What is this SB and/or DVBE supplier's function in relation to the scope of work (e.g. Training, Transportation, Installation, Ordering, Delivery, etc.)?

c. Provide support and justification that the services to be performed by this supplier in the proposal are consistent with this SB and/or DVBE normal business activities? (e.g. UNSPSC, certifications, resumes, licenses, educational degrees, website, marketing materials, past performance, etc.).

	Yes	No
2. On the Bidder Declaration form (GSPD-05-105 or GSPD-05-106), has the supplier committed to its obligation (signed and submitted) to actually perform, manage, and/or supervise the work? (Check either "Yes" or "No.")		
3. Does the Bidder Declaration form (GSPD-05-105 or GSPD-05-106) indicate that this supplier will be responsible with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment? (Answer questions below; then check either "Yes" or "No.")		

a. If this is a service with no goods involved, then check Yes for question #3 and proceed to question #4. If goods are involved, proceed to b.

b. With regard to the distinct element of work described in question #1, does this supplier have products, inventories, materials or supplies for the contract? If Yes, go to c; else answer No to #3.

c. Check the following that are services with respect to the goods will be provided by the DVBE/SB:

1. ___ Negotiating price
2. ___ Determining quality and quantity
3. ___ Ordering
4. ___ Installing (only if applicable)
5. ___ Making payment

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

a. Is this SB/DVBE supplier performing all of the work list in question #1? (If yes, then check Yes for question # 4; If no, proceed to question b.

b. Is this SB/DVBE supplier subcontracting a portion of work that is normal for industry practices? (Answer Questions below) If yes, then check Yes for question #5. If no, then check No for question #5.)

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

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

COMPLIANCE DETERMINATION

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

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

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

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

Comments:

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

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

Comments:

ATTACHMENT 12 – SAMPLE PAYEE DATA RECORD (STD 204)

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9)

STD. 204 (Rev. 6-2003)

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

PAYEE ENTITY TYPE

CHECK ONE BOX ONLY

ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN): ___ - _____

☐ **PARTNERSHIP**

☐ **ESTATE OR TRUST**

CORPORATION:
- ☐ **MEDICAL** (e.g., dentistry, psychotherapy, chiropractic, etc.)
- ☐ **LEGAL** (e.g., attorney services)
- ☐ **EXEMPT** (nonprofit)
- ☐ **ALL OTHERS**

☐ **INDIVIDUAL OR SOLE PROPRIETOR ENTER SOCIAL SECURITY NUMBER:** ___ - __ - ____

(SSN required by authority of California Revenue and Tax Code Section 18646)

NOTE: Payment will not be processed without an accompanying taxpayer I.D. number.

4

PAYEE RESIDENCY STATUS

☐ 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.

5

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.

AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)		**TITLE**
SIGNATURE	**DATE**	**TELEPHONE** ( )

6

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:** (___) _____

E-mail Address: _____

STATE OF CALIFORNIA-DEPARTMENT OF FINANCE

PAYEE DATA RECORD

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

1	**Requirement to Complete Payee Data Record, STD. 204** 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	**Are you a California resident or nonresident?** 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.
	Privacy Statement 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.

ATTACHMENT 13 –STANDARD AGREEMENT

STANDARD AGREEMENT

STD 213 (Rev 06/03)

	AGREEMENT NUMBER
	REGISTRATION NUMBER

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

   STATE AGENCY'S NAME

   CONTRACTOR'S NAME

2. The term of this Agreement is: through

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

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

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

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

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

CONTRACTOR		***California Department of General Services Use Only***
CONTRACTOR'S NAME *(if other than an individual, state whether a corporation,*		
BY *(Authorized Signature)* ✍	DATE SIGNED*(Do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME California Public Utilities Commission		
BY *(Authorized Signature)*	DATE SIGNED*(Do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING Executive Director		☐ Exempt per:
ADDRESS 505 Van Ness Avenue, San Francisco, CA 94102		

EXHIBIT A – SCOPE OF WORK

1. Contractor agrees to provide to the California Public Utilities Commission (CPUC) services as described herein:

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

3. The services shall be provided during mutually agreed upon working hours.

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

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

Direct all inquiries to:

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

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

EXHIBIT B – BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified 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 2008
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. <u>Budget Contingency Clause</u>

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

B. If funding for any fiscal year is reduced or deleted by the Budget Act, which impacts the services indicated in Exhibit A, CPUC shall have the option to either cancel this Agreement with no

liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. <u>Prompt Payment Clause</u>

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 subcontractor*s* 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 subcontractor*s* 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 provision*s* 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 subcontractor*s* 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, Division Director, 505 Van Ness Avenue, San Francisco, CA 94102, or designee, within ten (10) days of discovery of the problem. Within ten (10) days, the Division Director or his designee shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of the Division Director or his designee shall be final.

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

3. Evaluation of Contractor

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

4. Potential Subcontractors

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

5. 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.

6. Agency Liability

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

EXHIBIT E – ADDITIONAL PROVISIONS

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

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

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

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

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

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

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

6. **Changes in Time for Performance of Tasks**
   The time for performance of tasks and items within the budget, but not the total contract price, may be changed by written approval of the Commission's Project Manager. However, the date for

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

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

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

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

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

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

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

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

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

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

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

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

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

13. **Waiver**
No waiver of any breach of this contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this contract shall be taken and construed as cumulative: that is, in

addition to every other remedy provided herein or by law. The failure of State to enforce at any time any of the provisions of this agreement, or to require at any time performance by Contractor of any of the provisions thereof, shall in no way be construed to be a waiver of such provision nor in any way to affect the validity of this agreement or any part thereof or the right of State to thereafter enforce each and every such provision.

14. **Gratuities**

A. The State may, by written notice to the Contractor, terminate the right of Contractor to proceed under this contract if it is found, after notice and hearing by the State or by Executive Director of the Public Utilities Commission or duly authorized representative, that gratuities were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing a contract, securing favorable treatment with respect to award amendment, or the evaluation of performance of such contract, provided that the facts upon which either the Commission or the Executive Director makes such findings may be reviewed in any competent court.

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

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

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

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

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

18. Force Majeure
Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force

Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of god such as earthquakes, floods and other natural disasters such that performance is impossible.

19. <u>Counterparts</u>

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

– END OF DOCUMENT –