

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102**Request for Proposal
No. 11PS5947****Notice to Interested Parties****For****A Management Consultant to Audit the CPUC
Gas Safety and Reliability Branch (GSRB)**

December 7, 2011

You are invited to review and respond to this Request for Proposal (RFP), entitled *CPUC Gas Safety and Reliability Branch (GSRB)*, RFP No. 11PS5947. In submitting your proposal, you must comply with these instructions.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses (CCC307) that may be viewed and downloaded at Internet site www.ols.dgs.ca.gov/standard+language. If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of The California Public Utilities Commission this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this RFP is:

Audrey Kitzes, Project Manager/Administration Manager
CPUC - Consumer Protection and Safety Division
505 Van Ness Avenue, Room 2206
San Francisco, CA 94102
Phone (415) 703-2049
audrey.kitzes@cpuc.ca.gov

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

Joyce Swisher, AGPA
Personal Service/Consultant Contracts Office

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I. Purpose and Description of Services

In this Request for Proposal (RFP), the California Public Utilities Commission's (CPUC or Commission) Consumer Protection and Safety Division (CPSD) solicits competitive bids for a management consultant to provide an internal audit of its Gas Safety and Reliability Branch (GSRB). CPUC is at a turning point in its regulation of natural gas safety and is looking for professional expertise to inform and guide program changes as it looks toward the future. The proposed internal audit stems from recommendations from an investigative report published by the CPUC's Independent Review Panel which was tasked with investigating the September 9, 2010, explosion of a Pacific Gas and Electric Company (PG&E) pipeline in San Bruno, California. This audit will not focus on CPUC's role the San Bruno accident, but will instead look at the overall structure, function and effectiveness of CPUC's natural gas safety program as a whole. The final report will make recommendations focused on actions that CPUC can make internally to improve the effectiveness of the GSRB program, and ultimately improve public safety. Please see Exhibit A, "Scope of Work" for a more complete description of services required.

II. Term of Contract

The term for the contract detailed in this RFP will be for 2 years, with the option for an extension at the sole discretion of the Commission. However, the deliverable of this contract, described in Exhibit A, will be due within 9 months of the contracts signing.

III. Maximum Bid

We estimate that the maximum cost of the contract would be \$300,000.00. Bidders can not bid more than this amount.

IV. CPUC Natural Gas Regulation

The CPUC is the state agency charged with overseeing the operation of all of California's investor-owned utilities, including the operations and safety of natural gas pipelines across the state.¹ Within the CPUC, the GSRB enforces Federal Pipeline Safety Regulations through its natural gas safety program. Public Utilities Code Sections 702 and 768 grants the CPUC authority over pipeline safety to establish and enforce pipeline safety rules for construction, maintenance, and operation of gas pipeline facilities operating in California. CPUC General Order (GO) 112-E governs the Design, Construction, Testing, Operation, and Maintenance of Gas Piping Systems. In 1995, the CPUC adopted the sections of Title 49, Code of Federal Regulations (CFR) pertinent to gas safety in GO 112-E. Subsequent changes to the Federal Pipeline Safety Regulations, 49 CFR, Parts 190, 191, 192, 193, and 199 are automatically updated in GO 112-E, with the effective date being the date of the final order as published in the Federal Register.

The GSRB administers its natural gas safety program primarily by auditing the facilities of investor-owned natural gas utilities, mobile home parks, and propane systems in California for compliance with the applicable codes. The audits entail reviewing operation and maintenance records, evaluating emergency procedures, and conducting field inspections to verify maintenance records with existing field conditions. In addition, staff conduct accident investigations, investigate safety related conditions and complaints, inspect new construction, and ensure that the safety regulations reflect state-of-the-art changes in materials, equipment, and technology.

The GSRB currently resides structurally within the Consumer Protection and Safety Division of the CPUC, and includes staff that work out of San Francisco, Sacramento and Los Angeles offices. Within the last year the branch has gone through a reorganization which includes separating gas safety functions from electric safety functions and the addition of a new Risk Assessment unit which is tasked to improve the agency's ability to predict and prevent high-profile accidents like the one that occurred in

¹ PU Code, in its entirety, is available at: <http://www.leginfo.ca.gov/calaw.html>

San Bruno. Staff in the Risk Assessment unit will focus primarily on the development and implementation of a system of gas pipeline risk identification, risk analysis and risk management.

V. Additional Information

A. Bidder's 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 questions, in an email or envelope clearly marked "Questions Relating to RFP 11PS5947" Directed to the Contracts Office, all questions will then be forwarded to the project manager Audrey Kitzes by the contracts office. The following RFP representatives are:

California Public Utilities Commission
ATTENTION: Joyce Swisher, Contracts Office
505 Van Ness Avenue, 2ND Floor
San Francisco, CA 94102
Phone: (415) 703-1439
mia@cpuc.ca.gov

California Public Utilities Commission
Audrey Kitzes, Project Manager/Administration Manager
Consumer Protection and Safety Division
505 Van Ness Avenue, Room 2206
San Francisco, CA 94102
Phone (415) 703-2049
audrey.kitzes@cpuc.ca.gov

Please note:

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

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

It is each Bidder's responsibility to:

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

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

VI. Bidder's Required Experience and Qualifications

The Commission is seeking Bidders that have a successful track record providing managerial consulting and internal review auditing services (not financial audit experience). Specifically, the Commission seeks Bidders that have:

- At least 7 years providing managerial consulting services, including experience conducting internal review audits of government or industry sectors
- Demonstrated experience working with gas pipeline entities (industry or regulatory)
- Knowledge of and experience with state and federal natural gas regulations.

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

VII. Proposal Requirements and Information

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

A. Key Action Events

1.		RFP is released.	December 7, 2011
2.		Bidder's written questions submittal deadline.	January 7, 2012
3.		Answers to questions provided by the CPUC.	January 30, 2012
4.		Final date for proposal submission.	February 28, 2012
5.	*	Phase I evaluation completed.	March 25, 2012
6.	*	Phase II evaluation completed.	March 30, 2012
7.	*	Phase III evaluation (open bid cost).	April 15, 2012
8.	*	Phase III evaluation completed.	April 25, 2012
9.	*	"Intent to Award" and protest – public posting.	May 1, 2012

The dates subsequent to the date of "Final date for proposal submission," noted with asterics (*) above, are subject to change at the Commission's discretion without issuing an addendum to this RFP.

B. Required Information for Evaluation

1. Phase I: Scored Technical Evaluation

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

a. Bidder's Business Information

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

b. Experience and Qualifications

To demonstrate the qualifications of the Bidder, Bidder should:

- Describe all applicable qualifications and special capabilities of Bidder's proposed project team for performing the scope of work indicated in Exhibit A of this RFP in a straightforward and concise manner. This should include resumes included for each proposed project team member that describe in detail their consulting experience that supports the described "Scope of Work" (Exhibit A).
- Provide a detailed description of the past experience of Bidder's proposed project team and any subcontractors in performing audits similar to that described in this RFP.
- Provide descriptions and examples of projects ("work samples") similar to those proposed in this RFP undertaken by the company, including specifics about how the outcome of each project was used to facilitate change.
- Disclose and describe specifically any work done, or currently being done for jurisdictional utilities in the State of California.
- Provide at least three (3) references from management consulting projects successfully performed within the last seven years by Bidder's proposed team members, particularly those associated with the proposed project leadership for this RFP, including dates of performance, names of clients, reference contact information, and the name(s) and role(s) of the referenced team member(s). Please use the form of Proposer References in Attachment 3.
- List any awards or other recognition for the work described in the proposal.

c. Organization Chart and Project Personnel

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

d. Conflict of Interest

Bidder must disclose and specifically describe any work done in the past, or currently being done for jurisdictional utilities in the State of California.

FOR CURRENT STATE EMPLOYEES:

- A. 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.
- B. No officer or employee shall contract on that person's own behalf as an independent contractor with any state agency to provide goods or services.

FOR FORMER STATE EMPLOYEES:

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

e. Response to Scope of Work - Proposed Work Plan and Work Schedule

Submit a detailed response to the scope of work including a proposed work plan and schedule for accomplishing the work described in Exhibit A of this RFP.

The response should address all of the issues and questions raised in the Scope of Work, and should also include the following:

- Description of procedures for project planning, scheduling, and budgeting, as well as procedures to be used in controlling time used, dollars spent, and quality control over the deliverables.
- A work schedule for performing the work described in Exhibit A of this RFP and delivering the final work product, including but not limited to the following items:
 - o Estimated time spent on each task outlined in Bidder's proposal
 - o Time table with estimated dates of completion for each task and milestone
 - o An indication of locations of Bidder's facilities and allocation of Bidder's resources.

2. Phase II: Interview

Following their proposal submission, bidders receiving the minimum required points in the Phase I will be interviewed with regards to their proposal, and their proposed approach to the project. Questions and topics may include:

- Why should the CPUC hire the Bidder?
- Specific questions about the proposed work plan.
- Clarifying questions related to goals, objectives, service demands, and required deliverables identified in Exhibit A of this RFP.
- Bidder's approaches to accomplish the scope of work identified in Exhibit A of this RFP.
- Timelines for performance and deliverables.
- Ability to handle and resolve unanticipated complications and delays without interrupting the delivery of services.
- Project management plan to ensure that all services are successfully performed and that the objective, goals, and requirements are met.
- Fitting the scope of work identified in this RFP into the Bidder's existing obligations.
- Bidder's proposed team leader and members and their experience and professional qualifications.
- Other questions as necessary.

3. Phase III: Cost Details – Format and Requirements

Bidders must submit their bids using the format of Cost Proposal Worksheet in Attachment 8 of this RFP. In accordance with Section VII © below, the Cost bid information must be submitted in a separate sealed envelope, and submitted with the original proposal and the requested copies of the proposal, see further information below.

C. Submission of Proposal

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

- All required information for Phases I and III as previously described.
- Required Bid Attachments (see Attachment 1 Proposal Checklist.)
- Omissions, inaccuracies or misstatements will be sufficient cause for rejection of a
- Proposal.

Note: DARFUR Contracting Act Certification (Attachment 6)

PCC 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 (See Attachment 6.)

Please also note: Submission of Proposals

- **All proposals must be submitted under sealed cover and received by the CPUC by February 28, 2012 by 3:00 pm. Proposals received after this date and time will not be considered.**
- 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.
- The original proposal must be marked "ORIGINAL COPY." All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.
- A minimum of six (6) copies must be submitted with the original proposal, along with the Cost Bid sealed in a separate envelope with the required information on the envelope as stated below.
- **The Cost Bid and all cost information must be submitted in a separate sealed envelope.** The envelope must be submitted with the proposal package, and the sealed cost bid envelope must be marked "DO NOT OPEN" – Costs for CPUC GSRB Audit RFP 11PS5947, along with the name and address of your firm, as shown in the following example.

"DO NOT OPEN"
Cost Bid For RFP No. 11PS5947
CPUC GSRB Audit for 2012
Your Firm's Name
Your Firm's Address City, State and Zip Code

- If the proposal is made under a fictitious name or business title, the actual legal name of proposer must be provided.
- Cost Bid's for the Proposal that are not submitted in a separate sealed envelope and marked as indicated above may be rejected. Do not put the Cost Bid in the proposal; it is required to be in a separate sealed envelope marked as instructed above and submitted with your original proposal and the required copies of the proposal by the stated due date of February 28, 2012 by 3:00 pm.

All submissions of Cost Bids and proposals shall include the documents identified in Section VII (B). 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.

Overnight delivery, Mail, or deliver proposals to the following address:

California Public Utilities Commission
RFP No. 11PS5947- GSRB Audit for 2012
Attention: Joyce Swisher/Contract Office
505 Van Ness Ave, 2nd Floor
San Francisco, CA 94102

All proposals must be received by the CPUC by 3:00 pm, February 28, 2012.

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.

A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all proposals and may waive any immaterial deviation in a proposal. The State's waiver of immaterial deviation shall in no way modify this RFP document or excuse the proposer from full compliance with all requirements if awarded the agreement.

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. **An individual who is authorized to bind the proposing firm contractually shall sign the Attachment 2, 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.**

A proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline as set forth in the Key Action Dates. Proposal modifications offered in any other manner, oral or written, will not be considered.

A proposer may withdraw its proposal by submitting a written withdrawal request to the CPUC, signed by the proposer or an authorized agent in accordance with Paragraph I above. A proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.

The awarding agency 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.

The awarding agency reserves the right to reject all proposals for reasonable cause including cost. The agency is not required to award an agreement.

Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with this RFP's requirements.

Bidders are cautioned to not rely on the CPUC during the evaluation to discover and report to the Bidders any defects and errors in the submitted documents.

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.

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.

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

VIII. Evaluation Process

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

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

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

The CPUC will put each proposal through a process of evaluation to determine its responsiveness to the CPUC's needs. A selection panel comprised of Commission personnel will make the final selection of the consultant. The selection process consists of three phases that are described below:

A. Phase I: Scored Technical Evaluation

In this phase, Bidders will be evaluated and scored according to the criteria indicated below. The maximum possible score is 100. **A minimum score of 70 points must be achieved in this phase in order to move on to Phase II.**

The following selection criteria will be used in scoring in the technical evaluation section:

Criteria	Maximum Points
Demonstrated Experience	40
Response to Scope of Work	60
Total Points Possible	100

To evaluate “Demonstrated Experience” raters will consider factors including (but not only):

- Description of similar projects undertaken by the company, including specifics about how the outcome of each project was used to facilitate change.
- Resumes included for each proposed project team member that describe in detail their consulting experience that supports the Scope of Work (Exhibit A).

To evaluate “Response to Scope of Work” raters will consider factors including (but not only):

- Whether proposed tasks and deliverables will accomplish the project goals.
- Whether the work plan can realistically support the tasks and deliverables in the given timeline and budget.
- The quality and relevance of outlines and examples of other similar projects presented as examples of work.
- The overall presentation, clarity of thought and quality of writing in the proposal.

B. Phase II: Interview

In this phase, only the Bidders who achieve a minimum score of 70 in Phase I will be interviewed. Bidders will be evaluated by the CPUC on their responses to interview questions, the general topics of which are described in Section VII (B)(2), above.

Criteria	Maximum Points
Answers to interview questions	50
Total Points Possible	50

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

California Public Utilities Commission
505 Van Ness Avenue
San Francisco, CA 94102

C. Phase III: Cost Evaluation

In this phase, only the Bidders that complete Phase I and Phase II of the evaluation process will be evaluated. During this phase, bids will be opened. The cost proposal with the lowest price will be assigned a maximum score of 65 points. CPUC will evaluate and score other Bidders' cost proposal on a proportional basis relative to the cost of the lowest bid.

Cost Evaluation Example

For example, consider there are three remaining compliant bidders, A, B, and C, who passed the Phase I and II evaluation, and whose bid costs does not exceed the maximum cost of \$300,000 allowed in this RFP. Bidder C has the lowest bid cost of \$250,000 and will receive a maximum score of 65 points. Bidder A's bid cost is \$300,000. Bidder's B bid cost is \$299,000. Bidders A, B and C will receive their scores as depicted in the table below.

Bidder	Total Cost Bid (in thousands)	Ratio of lowest cost to Bidder's Cost (in thousands)	Percent Earned	Total possible points	Total awarded cost points
A	\$300	$\$250/\$300 =$	83.3% X	65 =	54.1
B	\$299	$\$250/\$299 =$	66.4% X	65 =	43.16
C	\$250	$\$250/\$250 =$	100% X	65 =	65

D. Adjustments for Target Area Contract Preference Act (TACPA), Local Agency Military Base Recovery Area Act (LAMBRA) and Enterprise Zone Act (EZA) Preference Programs

In evaluating proposals, the State will give preferences in accordance with the law for Bidders who are California home based and who successfully claim preferences under TACPA, LAMBRA, and EZA by completing and returning the appropriate forms described in RFP. Where multiple preferences are claimed, the State will verify eligibility for the preference(s) and evaluate and apply preference(s) in accordance with law and established procedures.

Available evaluation preferences under TACPA, LAMBRA and EZA are each limited to 9% of the lowest total bid cost or \$50,000, whichever is less. The combined preferences for TACPA,

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

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

For example, consider there are three remaining compliant bidders, A, B, and C. The total bid cost of Bidder A is \$300,000 Bidder B is \$299,000, and Bidder C is \$250,000. If Bidder B has successfully claimed the maximum allowable preference for TACPA, LAMBRA, and EZA combined, then Bidder B’s evaluated costs will reduced by \$37,500 ($\$250,000 \times 15\% = \$37,500$) to a new total for evaluation purposes only of \$261,500 ($\$299,000 - \$37,500$).

However, even with the preference adjustment, Bidder C still has the lowest total bid cost at \$250,000 and therefore Bidder C is awarded 100% of the total possible 65 points available for cost evaluation, while Bidders A and B are awarded fewer cost points, as depicted in the table below.

Bidder	Total Cost Bid (in thousands)	Ratio of lowest cost to Bidder’s Cost (in thousands)	Percent Earned	Total possible points	Total awarded cost points
A	\$300	$\$250/\$300 =$	83.3% X	65 =	54.1
B	\$261.5	$\$250/\$261.5 =$	95.6% X	65 =	62.1
C	\$250	$\$250/\$250 =$	100% X	65 =	65

E. Small Business Preference Program Adjustments

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

F. Disabled Veteran Business Enterprise (DVBE) Incentive

In addition to the DVBE requirement described in Section IX, a DVBE incentive will also be applied to bids that meet and exceed 3% (up to a maximum of 5%). Please see Section X (3) for more information.

Example of Total Points Awarded with Small Business Preference Program Adjustments

Bidder A, who is not a small business, has claimed the 5% small business preference by documenting its commitment to award at least 25% of its contracted revenue to DGS certified small business subcontractors and suppliers.

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

Bidder	Total Awarded Points	Small Business Preference at 5%	Final Total Award Points
A	150	+9.5	159.5
B	175	0	175
C	190	0	190

The Small Business preference points are 5% of the highest responsive, responsible bidder's total score. In this example Bidder A is awarded 5% Small Business Preference points of Bidder C's total awarded points (5% x 190 = 9.5.) In this case, Bidder C received the highest total awarded points and is eligible for contract award even though Bidder A has 5% Small Business Preference points.

G. Award and Protest

1. At least five (5) working days prior to awarding the agreement, the Notice of Intent to Award shall be posted in a public place at the CPUC's headquarters, located at 505 Van Ness Avenue in San Francisco, California.
2. If any proposer, prior to the award of agreement, files a protest with the CPUC and the DGS on the grounds that the protesting proposer would have been awarded the contract had the CPUC correctly applied the evaluation standard in this RFP, or if the CPUC followed the evaluation and scoring methods in this RFP, the agreement shall not be awarded until either the protest has been withdrawn or the DGS has decided the matter. It is suggested that the protesting bidders submit any protest with a detailed written statement specifying the grounds for the protest by certified or registered mail to:

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

In addition a copy of the detailed written statement should be mailed to:

California Public Utilities Commission
Attention: Contracts Office – Joyce Swisher
505 Van Ness Avenue, 2nd Floor
San Francisco, CA 94102

3. Upon resolution of any protest(s) the awarded Contractor must complete and sign the following documents. These documents shall be included with the proposed contract to the awarded contractor for completion and signature. If you should want to review these documents, the information is provided below.
 - a. Payee Data Record (STD 204) (see Attachment 10) – This document is to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at www.dgs.ca.gov/pd/Forms.aspx under the heading "Standard (STD) Forms." No payment shall be made unless a completed STD 204 has been returned to the awarding agency.
 - b. Contractor Certification Clauses (CCC 307) – Contractor Certification Clauses (CCC 307), which can be found in Attachment 9 and on the Internet at www.dgs.ca.gov.

H. Disposition of Proposals

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

I. Agreement Execution and Performance

- Service shall start not later than the express date set by the CPUC and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's Proposal price and the actual cost of performing work by another contractor.
- All performance under the agreement shall be completed on or before the termination date of the agreement.
- The CPUC does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and may be rejected.
- No oral understanding or agreement shall be binding on either party.

DISCLAIMER

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Choice of Law

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

IX. Disabled Veteran Business Enterprise (DVBE) Program Requirements

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

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.

1. General DVBE Requirements

General information about these requirements is available at the DGS Procurement Division website at 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 the following CPUC’s Procurement Official:

Joyce Swisher, Contracts Office
California Public Utilities Commission
505 Van Ness Avenue, 2nd Floor
San Francisco, CA 94102

Phone: (415) 703-1439 E-Mail: mia@cpuc.ca.gov

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

Please read this entire requirement carefully, including its mandatory submission forms. Failure to comply with the DVBE program requirement will cause your solicitation response to be deemed nonresponsive and your firm ineligible for award. California DVBE Program requirements are not optional and must be met by all Bidders.²

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.

² Note that a previously allowed “Good Faith Effort” is no longer a valid way of meeting this RFP’s DVBE participation requirements, even though it may be referenced on some DGS web pages.

Bidders who claim DVBE participation but are later found to violate the DVBE program requirements shall be subject to significant sanctions.³

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:

- The total amount the prime contractor received under the contract.
- The name and address of the DVBE(s) that participated in the performance of the contract.
- The amount each DVBE received from the prime contractor.
- That all payments under the contract have been made to the DVBE(s).
- 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 web site:

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

2. DVBE Participation Forms Required with the Bid

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

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

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

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

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

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

³ See www.dgs.ca.gov/pd/Programs/OSDS/firmviolations.aspx regarding violations.

3. Resources for Locating DVBEs

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

DGS OSDS Communications and Outreach Section:

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

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

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

Listing of DVBE trade papers:

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

Listing of DVBE focus papers:

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

List of local DVBE contacts:

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

Calendar of DVBE events

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

X. Preference Programs

1. Small Business Preference

There are several preferences given to contractors who can meet certain requirements. These preferences are each identified below. If the bidder satisfies the requirements and is asking for evaluation preferences, the bidder must clearly identify in Attachment 7, Small Business Certification, 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.⁴

A copy of the regulations, instructions and format for claiming the small business preference is available at www.documents.dgs.ca.gov/pd/smallbus/CertAppInstructions.pdf.

a. Preference for DGS Certified Small Businesses

Bidders claiming a five percent small business preference must submit Bid Attachment 7, Small Business Certification, 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 this RFP, Section VIII.C.

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

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

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

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

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

<http://www.pd.dgs.ca.gov/smbus/default.htm>
www.dgs.ca.gov/pd/Programs/OSDS/SBEligibilityBenefits.aspx

b. Small Business Preferences for Non-Small Businesses

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

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

Bidders that are not a DGS certified small business, but who are claiming a five percent small business preference must submit Bid Attachment 7, Small Business Certification, 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).⁵

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.

2. TACPA, LAMBRA and EZA Preference Programs

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

⁵ See RFP Section VIII.C, Commercially Useful Function.

Program information line is (916) 375-4609. TACPA, LAMBRA and EZA bid evaluation preferences are available as described in RFP Section VII.C.4.d.

a. Target Area Contract Preference Act (TACPA)

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

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

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.

b. Local Area Military Base Recovery Act (LAMBRA)

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

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

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

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

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

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

c. Enterprise Zone Act (EZA)

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

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

Bidders desiring to claim this preference must submit a fully executed copy of Std. Form 831 and all necessary attachments with their Final Proposal. Bidders proposing to perform the contract in a

designated enterprise zone are required to identify such site(s) on the Std. Form 831. Failure to identify a site(s) which qualifies as an enterprise zone will result in denial of the claimed preferences. Refer to the following website link to obtain the appropriate form with instructions: www.documents.dgs.ca.gov/osp/pdf/std831.pdf A bidder that has claimed an EZA preference and is awarded the contract based on such preference(s) will be obligated to perform the contract in accordance with the Act. If there is no intention of claiming this preference, the Bidder does not need to submit the STD Form 831.

3. Disabled Veteran Business Enterprise (DVBE) Incentive

Section IX of this RVP describes the Disabled Veteran Business Enterprise (DVBE) 3% **requirement**. In addition to the requirement, proposals that meet and exceed the 3% requirement will be provided incentive points toward their score. The additional incentive points may not exceed 5%.

Confirmed DVBE Participation:	DVBE Incentive
5% and over	5%
4% - 4.99% inclusive	4%
3% - 3.99% inclusive	3%

C. Commercially Useful Function

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

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

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

XI. Cost Proposal Sheet (Cost Sheet)

Bidders shall submit their bids detailing their costs using the format as illustrated in the Cost Sheets in Attachment 8. In the Cost Sheets, Bidders shall identify all of their costs for performing the scope of work indicated in Exhibit A. Bidders may add rows to the Cost Sheet, if necessary, and provide more detail in the Cost Sheet for the Commission's evaluation purpose. Any invoiced items of the awarded bidder (or the Contractor), which are not included in the accepted Cost Sheet, will automatically be rejected and denied for invoice payment.

The required Cost Sheets must be submitted in a separate sealed envelope. The envelope should be included with the proposal package and marked "Do Not Open – Costs for CPUC California CPUC GSRB Audit RFP 11PS5947." Refer to page 9 and 10 of this RFP; How to send your submission, for further details.

XII. 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.

XIII. Travel

The travel costs related to the contract work identified in Exhibit A 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 Section 7.30.A.5 of the State Contracting Manual,⁷ 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. Contractor must abide by these rates to obtain reimbursement for travel costs. The published DPA travel rates and rules for FY 2010-2011 and 2011-2012 are in the following attached website link :

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

ATTACHMENT 1 – PROPOSAL CHECKLIST

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

General

- Bidder's Business Information
- Statement of Experience and Qualifications
- Organization Chart and Project Personnel
- Resume of Bidders and Proposed Team Members
- Response to Scope of Work - Proposed Work Plan and Work Schedule

RFP: Mandatory Attachments for All Bidders

- Proposal Checklist (see Attachment 1 - this document)
- Bidder (Proposer) Certification Sheet (see Attachment 2)
- Proposers References (see RFP Section VII (B)(1) and Attachment 3)
- Work Samples (See RFP Section VII (B)(1))
- Conflict of Interest Statement (See Section VII (B)(1)(d))
- DVBE Declarations – STD 843 (see Attachment 4)
- Bidder Declaration – GSPD-05-105 (see Attachment 5)

RFP: Required Attachments if Applicable.

- Darfur Contracting Act Requirements (see Attachment 6)
- Small Business Certification (see Attachment 7)
- TACPA form and attachments (see RFP Section X)
- EZA form and attachments (see RFP Section X)
- LAMBRA Act form and attachments (see RFP Section X)

Cost Data (FINAL BID ONLY)

- Cost Sheet (see Attachment 8)

1. Enclose six (6) copies of the Cost Sheet, with one copy marked "Master Copy", in a separately sealed envelope marked "**Do Not Open – Costs for CPUC GSRB Audit, RFP 11PS5947**"

2. Include the sealed Cost Sheet envelope within the FINAL sealed bid package.

3. Do not include the cost data that may be accessed outside the Cost Sheet envelope.

Required Attachments (Applicable to the Awarded Contractor Only.)

- Contractor Certification Clauses – CCC 307 (see Attachment 9)
- Payee Data Record (STD 204) (if currently not on file) (see Attachment 10)

Required Contract Sample (Applicable to the Awarded Contractor Only.)

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

- Sample Standard Agreement (STD 213) (Attachment 11)
- Scope of Work (Exhibit A)
- Budget Detail and Payment Provisions (Exhibit B)
- General Terms and Conditions – GTC 610 (Exhibit C)
- Special Terms and Conditions (Exhibit D)

IMPORTANT NOTICE TO BIDDER:

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

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

ATTACHMENT 2 – PROPOSAL/PROPOSER CERTIFICATION SHEET

This Proposal/Proposer Certification Sheet must be signed and returned along with all the "required attachments" as an entire with original signatures. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions.

- A. Place all required attachments behind this certification sheet.
- B. I have read and understand the DVBE Participation requirements and have included documentation demonstrating that I have met the participation goals.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

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

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Proposer's Name (Print)	11. Title	
12. 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 Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number:	b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below:	
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 3 – REFERENCES

List below three references for services performed within the last five years, which are similar to the scope of work to be performed in this contract. If three references cannot be provided, please explain why on an attached sheet of paper.

REFERENCE 1			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 2			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

REFERENCE 3			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

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 as a fill and print PDF at:

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

BIDDER DECLARATION

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

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

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

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

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

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

BIDDER DECLARATION Instructions

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

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

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

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

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

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

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

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

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

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

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

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

2. (continued) Column Labels

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

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

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

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

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

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

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

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

Enter "N/A" if the:

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

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

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

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

ATTACHMENT 6 – DARFUR CONTRACTING ACT CERTIFICATION

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

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

OPTION #1 - CERTIFICATION

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

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

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

OPTION #2 – WRITTEN PERMISSION FROM DGS

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

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

<i>Company/Vendor Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		

ATTACHMENT 7 – SMALL BUSINESS CERTIFICATION

A Bidder desiring to claim the Small Business Preference as described in this RFP must complete this Attachment 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 5pm of the date that the Final Proposals are due.

1. Are you claiming preference as a DGS certified Small Business as described in RFP Section VIII.B.1.a?

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 as described in RFP Section VIII.B.1.b?

Yes

No

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

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

ATTACHMENT 8 – COST PROPOSAL SHEET

Cost Proposal Sheet (Cost Sheet) Instruction

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

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

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

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

The Cost Sheets must be submitted in a separate sealed envelope. The envelope should be affixed to the outside of the proposal package and marked "**Do Not Open – Costs for CPUC GSRB Audit RFP 11PS5947.**"

Cost Sheet for Audit Required Services and Deliverables
(Page 1 of 3) Primary Contractor

Col B	Col C	Col D
# of Hours / Units	Rate Per Hour/Unit	(Col B x Col C) Total

Direct Cost (Example: Direct Labor Rates of Staff and Management, etc.)

Staff Level: (Name, Position, Functionality)
Staff Level:
Staff Level:

Sub-Total, Direct Costs

Indirect Costs (Example: Overhead, Fringe Benefits, etc.)

Staff Level: (Name, Position, Functionality)
Description:
Description:
Description:
Description:

Sub-Total, Indirect Costs

Other Costs (Example: Travel Costs, Supplies, etc.)

Staff Level: (Name, Position, Functionality)
Description:
Description:
Description:
Description:
Description:
Description:

Sub-Total, Other Costs

Total, Required Services

Cost Sheet for Audit Required Services and Deliverables (Page 2 of 3) Subcontractor(s)	Col B # of Hours / Units	Col C Rate Per Hour/Unit	Col D (Col B x Col C) Total
--	--------------------------------	--------------------------------	-----------------------------------

Direct Cost (Example: Direct Labor Costs of Staff and Management, etc.)

Staff Level: (Name, Position, Functionality)
 Staff Level:
 Staff Level:

Sub-Total, Direct Costs

Indirect Costs (Example: Overhead, Fringe Benefits, etc.)

Staff Level: (Name, Position, Functionality)
 Description:
 Description:
 Description:
 Description:

Sub-Total, Indirect Costs

Other Costs (Example: Travel Costs, Supplies, etc.)

Staff Level: (Name, Position, Functionality)
 Description:
 Description:
 Description:
 Description:
 Description:
 Description:

Sub-Total, Other Costs

Total, Required Services

Cost Sheet for Optional Services (Page 3 of 3)	Post Audit Work			Special Meetings			Expert Witness		
	# of Hours or Units	Rate Per Hour or Unit	Total	# of Hours or Units	Rate Per Hour or Unit	Total	# of Hours or Units	Rate Per Hour or Unit	Total
Direct Cost (Example: Direct Labor Costs of Staff and Management, etc.)									
Staff Level: (Name, Position, Functionality)									
Staff Level:									
Staff Level:									
Staff Level:									
Staff Level:									
Sub-Total, Direct Costs	300			30			40		
Indirect Costs (Example: Overhead, Fringe Benefits, etc.)									
Staff Level: (Name, Position, Functionality)									
Description:									
Description:									
Description:									
Sub-Total, Indirect Costs									
Other Costs (Example: Travel Costs, Supplies, etc.)									
Staff Level: (Name, Position, Functionality)									
Description:									
Description:									
Description:									
Description:									
Sub-Total, Other Costs									
Total, Optional Services									

ATTACHMENT 9- CONTRACT CERTIFICATION CLAUSES

CCC-307

CERTIFICATION

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

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

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

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

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

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

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

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

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

Agreement.

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

Current State Employees (Pub. Contract Code §10410):

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

Former State Employees (Pub. Contract Code §10411):

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

PAYEE DATA RECORD

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

1	<p><u>Requirement to Complete Payee Data Record, STD. 204</u></p> <p>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.</p> <p>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.</p>								
2	<p>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.</p>								
3	<p>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).</p> <p>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).</p>								
4	<p><u>Are you a California resident or nonresident?</u></p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <table border="0"> <tr> <td>Withholding Services and Compliance Section:</td> <td>1-888-792-4900</td> <td>E-mail address:</td> <td>wscs.gen@ftb.ca.gov</td> </tr> <tr> <td>For hearing impaired with TDD, call:</td> <td>1-800-822-6268</td> <td>Website:</td> <td>www.ftb.ca.gov</td> </tr> </table>	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
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	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>								
6	<p>This section must be completed by the State agency requesting the STD. 204.</p>								
	<p><u>Privacy Statement</u></p> <p>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.</p> <p>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.</p> <p>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.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>								

ATTACHMENT 11 – SAMPLE 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

California Public Utilities Commission

CONTRACTOR'S NAME

SAMPLE OF STANDARD AGREEMENT

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.

The Contract is effective on the start date or upon approval by DGS which ever is later, and no work shall begin until that time.

Exhibit A – Scope of Work	Page(s)
Exhibit B – Budget Detail and Payment Provisions	Page(s)
Exhibit C* – General Terms and Conditions	Page(s)
Exhibit D – Special Terms and Conditions	Page(s)
Exhibit E – Additional Provisions	Page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

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

CONTRACTOR	California Department of General Services Use Only
CONTRACTOR'S NAME <i>(if other than an individual, state whether a corporation, partnership, etc.)</i>	
DATE SIGNED <i>(Do not type)</i>	
PRINTED NAME AND TITLE OF PERSON SIGNING	
ADDRESS	
STATE OF CALIFORNIA	
AGENCY NAME	<input type="checkbox"/> Exempt per:
California Public Utilities Commission	
BY <i>(Authorized Signature)</i>	
DATE SIGNED <i>(Do not type)</i>	
PRINTED NAME AND TITLE OF PERSON SIGNING	
Paul Clanon, Executive Director	
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) program evaluation audit 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: Public Utilities Commission	Contractor:
Name:	Name:
Phone:	Phone:
Fax:	Fax:

Direct all inquiries to:

State Agency Public Utilities Commission	Contractor:
Section/Unit: Contracts Office	Section/Unit:
Attention:	Attention:
Address: 505 Van Ness Ave, 2 nd Floor San Francisco, CA 94102	Address:
Phone: (415) 703-1439	Phone:
Fax: (415)703-5922	Fax:

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

A. Scope and Description

The CPUC is the state agency charged with overseeing the operation of all of California's investor-owned utilities, including the operations and safety of natural gas pipelines across the state. Within the CPUC, the GSRB enforces Federal Pipeline Safety Regulations through its natural gas safety program. Public Utilities Code Sections 702 and 768 grants the CPUC authority over pipeline safety to establish and enforce pipeline safety rules for construction, maintenance, and operation of gas pipeline facilities operating in California. CPUC General Order (GO) 112-E governs the Design, Construction, Testing, Operation, and Maintenance of Gas Piping Systems. In 1995, the CPUC adopted the sections of Title 49, Code of Federal Regulations (CFR) pertinent to gas safety in GO 112-E. Subsequent changes to the Federal Pipeline Safety Regulations, 49 CFR, Parts 190, 191, 192, 193, and 199 are automatically updated in GO 112-E, with the effective date being the date of the final order as published in the Federal Register.

The GSRB administers its natural gas safety program primarily by auditing the facilities of investor-owned natural gas utilities, mobile home parks, and propane systems in California for compliance with the applicable codes. The audits entail reviewing operation and maintenance records, evaluating emergency procedures, and conducting field inspections to verify maintenance records with existing field conditions. In addition, staff conduct accident investigations, investigate safety related conditions and complaints, inspect new construction, and ensure that the safety regulations reflect state-of-the-art changes in materials, equipment, and technology.

Exhibit A – Scope of Work continued

The GSRB currently resides structurally within the Consumer Protection and Safety Division of the CPUC, and includes staff that work out of San Francisco, Sacramento and Los Angeles offices. Within the last year the branch has gone through a reorganization which includes separating gas safety functions from electric safety functions and the addition of a new Risk Assessment unit which is tasked to improve the agency's ability to predict and prevent high-profile accidents like the one that occurred in San Bruno. Staff in the Risk Assessment unit will focus primarily on the development and implementation of a system of gas pipeline risk identification, risk analysis and risk management.

Description of Services Required

CPUC wants to become a leader in the area of natural gas safety and sees an internal audit of the GSRB program as a step in this direction. The goal of the proposed audit will be to analyze and evaluate the GSRB's activities in the context of their effectiveness in adhering to existing federal safety regulations and provide CPUC with new ideas and insight as to how the program could evolve into one that is more proactive in addressing future gas safety issues. CPUC has made progress in this regard by creating a Risk Assessment unit within the GSRB, and is looking for other new ideas that could align the branch's work with government and industry best practices.

The outcome of the internal GSRB audit will be a final report that both provides an independent, objective assessment of the weaknesses and strengths of the GSRB's existing natural gas program (elements described in detail below) and outlines clear recommendations that inform changes to improve the branch's operations and increase public safety. If CPUC had to build the GSRB program from the ground up today, what should it look like? How would it function? What would have to happen internally to make it happen? The consultant should use these types of questions as a framework to offer practical recommendations and solutions that the agency could adopt and implement both in the short and long term.

Specific Areas of Investigation:

- GSRB activities related to federal regulations and mandates within the natural gas program focus areas (transmission and distribution pipelines, mobile home parks, propane, etc.)
 - o Audit processes and practices, including the use of inspection manuals (GO 112-E, Mobile Home Park, & Incident)
 - o Investigation processes and practices
 - o Enforcement processes and practices
- Staffing levels and time allocation
- Program structure – within GSRB and the larger CPUC organizational structure
- Strategic planning and work plans
- Risk Assessment unit – how can new unit work most effectively?
- Training program, training needs and expertise gaps
- Operating budget and administrative obstacles (e.g. travel restrictions)
- Communication within branch and throughout CPUC
- Collection and use of data – violation databases, etc.
- Analysis of CPUC performance benchmarked against high-performing state gas safety regulatory agencies.
 - o This analysis would be based on an assessment of government and industry best practices as well as specific performance metrics.
 - o GSRB can provide some metric data related to penalties assessed (dollars and numbers), number of inspectors per 1000 ft. of transmission distribution pipeline, etc. for other US states. CPUC would also like a benchmarking analysis to include interpretation and collection of other relevant (and possibly more qualitative) data and information from comparable state agencies.

Timeframe: The audit will be undertaken and completed within nine months from contract signing, that is, a final report will be received by the CPUC within nine months from contract signing.

Location: The primary location of the project will be the SF CPUC office. Some travel to Sacramento and LA CPUC offices will be required.

Exhibit A – Scope of Work continued

B. Deliverables

The final deliverable of this contract is a final report that makes recommendations focused on actions that CPUC can make internally to improve the effectiveness of the GSRB program, and ultimately improve public safety. As part of research process to produce this deliverable, the consultant will be expected to take responsibility for developing and managing a work timeline, meet with CPUC staff in person and by telephone as needed, and communicate with key contacts, which could possibly include those outside the CPUC, via email and telephone.

C. Acceptance Criteria

All deliverables must be in an electronic format that can be used by the CPUC. The final report may be a PDF, but must be accompanied by source documents, that is, the original MS Word and Excel documents used to create all text, tables, and data used therein. In addition, all external research used to support the final report must be fully cited.

If a deliverable is not accepted, CPSD will provide the rationale in writing within five days of receipt of the deliverable.

D. Other Reporting Requirements

The contractor will provide status reports as deemed appropriate and necessary by the CPSD.

Exhibit B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. **Invoicing and Payment**

A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached hereto and made a 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 **\$ENTER AMOUNT** 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 attached schedule. Billing rates shall be as specified in **Attachment 1**

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 **Attachment 1**. 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 employees, as outlined in Standard Form 262. Total expenses claimed under this Agreement shall be included in the total amount encumbered (**\$ENTER AMOUNT**) under this Agreement.

E. Invoices

Invoices shall include the Agreement Number and shall be submitted in quadruplicate not more frequently than monthly in arrears to:

California Public Utilities Commission
Contracts Office, Room 2004
505 Van Ness Ave.
San Francisco, CA 94102
ATTN:

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 I.D. 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 Proposal/work plan or work order, 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 1.D above.

Exhibit B - continued

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.

2. **Budget Contingency Clause**

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

3. **Prompt Payment Clause**

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

Exhibit C

GENERAL TERMS AND CONDITIONS

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

<http://www.documents.dgs.ca.gov/ols/GTC-610.doc>

The contract will adhere to General Terms and Conditions – 610

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, Executive Director or designee within ten (10) days of discovery of the problem. Within ten (10) days, the Executive Director or designee shall meet with the Contractor and Project Manager for purposes of resolving the dispute. The decision of the Executive Director or designee shall be final.

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

3. **Evaluation of Contractor**

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on 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 negative and 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.

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 subcontract, the State shall be notified immediately.

If the terminated subcontractor is a DVBE, the contractor must replace the subcontractor within the same participation category and such replacement must be approved by the Commission. Failure to adhere to DVBE Participation may be cause for contract termination and recovery of damages under the rights and remedies due 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

Exhibit E – continued

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 constitutes default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of god such as earthquakes, floods and other natural disasters such that performance is impossible.

19. Counterparts (OPTIONAL)

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.