REQUEST FOR PROPOSAL – SECONDARY
RFP 12PS5125

FOR

DATABASE OF ENERGY EFFICIENCY RESOURCES (DEER)
AND EX ANTE REGULATORY SUPPORT

May 16, 2013

You are invited to review and respond to this Request for Proposal (RFP), titled RFP 12PS5125 DEER and Ex Ante Regulatory Support. In submitting your proposal, you must comply with the instructions stated in this RFP.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions (GTC 610) available at www.documents.dgs.ca.gov/ols/GTC-610.doc and Contractor Certification Clauses (CCC307) available at www.documents.dgs.ca.gov/ols/CCC-307.doc

Bidders should read the RFP carefully. In the opinion of The California Public Utilities Commission (CPUC) this Secondary RFP is complete and without need of explanation. However, if you have questions, or need any clarifying information, please post your questions, including any DVBE questions, on www.bidsync.com by June 3, 2013, as specified in Section 6.1 Key Action Dates. CPUC staff will not respond to questions that are not posted on BidSync. California DVBE requirements are not optional and must be met by the proposing firm.

Lastly, a bidder’s conference will be held on May 29, 2013, where questions may be raised and responses to questions raised at the bidder’s conference will also be posted on Bidsync. See Key Action Dates in RFP for details.

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

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Request for Proposal – Secondary

RFP 12PS5125

for

Database of Energy Efficiency Resources (DEER)
and Ex Ante and Regulatory Support

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1. **Purpose and Description of Services**

1.1. **Summary**
The purpose of this Request for Proposal (RFP) is to procure a contractor or contractor team to assist Energy Division (ED) with 1) updating the Database of Energy Efficiency Resources (DEER) measures parameter values, 2) review non-DEER measures workpapers, 3) review program administrators (e.g., investor-owned utilities (IOUs), regional energy network (REN), community choice aggregator (CCA)) custom projects, and 4) conduct research and analysis in support of ED’s regulatory policy and oversight. The successful bidder is expected to provide assistance to ED in these areas during the IOUs energy efficiency portfolio implementation for the 2013-14 program cycle and as well as 2015 and beyond.

1.2. **Background and CPUC Proceeding History**
The California Energy Commission (CEC) created the California Conservation Inventory Group (CCIG) in the early 1980s for the express purpose of collating energy savings and incremental cost data on common energy efficiency measures. This group coined the name Database for Energy Efficiency Resources (DEER), and agreed upon the initial contents of the database. The database contained estimated average costs, market saturation, expected life and annual energy savings, and summer on-peak demand reduction estimates for common residential and nonresidential demand-side management (DSM) measures.

The original intended uses for DEER were to estimate and measure program cost-effectiveness for regulatory filings and to forecast DSM program demand reduction and energy savings potential in specific market segments and utility service territories. The key purpose of DEER has evolved into providing a common set of ex ante savings values (i.e., deemed unit energy savings, net-to-gross values, effective useful life values, and full and incremental measure cost data) to improve the consistency of information and assumptions used in energy efficiency program planning, market analysis and benefit/cost analysis.

The 2001 and 2004-05 DEER updates were managed by the investor-owned utilities. In 2005, Commission Decision D.05-01-055 directed ED to update DEER as part of its research and analysis in support of policy oversight. The Commission placed these activities, including DEER updates, under ED because they involve judgments that can influence either the development of performance targets or the measurement of program achievements. Due to conflict-of-interest concerns, the investor-owned utilities would not be the appropriate entities to manage or directly contract for this type of work. In Decision 12-05-015, the Commission directed ED to release detailed information on DEER measures, methods, and assumptions to inform future DEER updates.
2. **Scope of Work**

2.1. **Overview**
The successful bidder is expected to provide assistance to ED in 1) updating the DEER measures parameter values, 2) reviewing non-DEER measures workpapers, 3) reviewing program administrators (e.g., IOUs, REN, CCA) custom projects, and 4) conducting research and analysis in support of ED’s regulatory policy and oversight for the 2013-14 program cycle, as well as 2015 and beyond. Specifically, this RFP describes the tasks the contractor or contractor team is expected to perform in these four work areas. These four work areas are expected to span the period of the contract. The successful bidder is expected to be familiar with the details of the activity areas described below and how the work areas interact with one another and with other ED activities. Details of past work area activities can be viewed at:

- DEER: www.deeresources.com
- Non-DEER Workpapers: ftp://deeresources.com/pub/WorkpaperReview/10-12Phase1/

The contract awarded through this RFP is expected to begin in the third quarter of 2013 and will start as a three year contract, with two (2) 1-year options to extend the term by formal contract amendment subject to DGS/OLS approval for additional time and budget, pending evaluation of the contractor’s performance. This contract may also be terminated prior to the end date pending evaluation of the contractor’s performance.

2.2. **Project Management and Stakeholder Communications**

The successful bidder (herein referred to as “Prime Contractor” or “Contractor”) will provide a Project Manager (PM) capable of managing the general administration, project coordination, workflow planning, and other tasks described in this section. ED anticipates that the PM will be the primary point of contact for the contractor team(s). The PM will be an experienced manager supported by a management team, analysts, and administrative staff. The bidding firm may propose a subcontractor for the PM if subcontractor services are necessary to perform the Project Management functions described in this RFP. The PM will represent the firm or contractor team to support coordinated implementation of the tasks required under each Work Area of this RFP.

Under the direction of the ED PM, the Prime Contractor team will perform project coordination functions as guided by the ED PM and approved project Work Plan prepared under Task 2, below, for the purposes of administering and coordinating all the work performed under the contract. Project management includes leading specific analyses as well as coordinating activities within and across the program areas assigned to the contractor (see next section). All contractors, including members of the project management team and subcontractors, selected by the Energy Division or by the Prime Contractor, will be expected to collaborate in the development and execution of the tasks below, adhere to schedules and meet task requirements as assigned.
Task 1 - Project Initiation Meeting

The selected Contractor will conduct a project initiation meeting at the CPUC San Francisco office. The purpose of the project initiation meeting is for ED and the Contractor to discuss and refine the project scope, schedule, management process, reporting and priorities; reach mutual understanding on any unresolved items; and discuss the requirements of the project work plan. The PM will record meeting notes and submit the notes to ED three days following the meeting.

Task 2 - Project Work Plan and Priority Analysis

No later than 45 days after the project initiation meeting, the Contractor will submit a draft Work Plan to the ED PM. The draft Work Plan will include a detailed revision of the scope of work and project schedule presented in this RFP that is based on the project initiation meeting discussion and any intervening discussions and meetings between the ED PM and the Contractor. The Work Plan will integrate the four work areas identified below in the scope of work. For each of the work areas, the Contractor should describe a project coordination plan, to be implemented in conjunction with the program administrators, to determine how to eliminate redundancies in data, increase transparency, and streamline the ex ante review process.

The Work Plan should include a stakeholder engagement process that establishes tools and a schedule for communication with internal and external stakeholders. Additionally, the Work Plan should address the following Work Areas:

a. **DEER Update**: The Work Plan will clearly describe the methodology to be used to develop the updates to the DEER measure parameters. The Contractor’s Work Plan must describe how the Contractor will ensure that the energy and peak savings estimates, free-ridership, and measure effective useful lives proposed for inclusion in the updated DEER are accurate and appropriate. The Plan must include a discussion of how the Contractor will develop acceptance criteria to identify the minimum accuracy and rigor level that will need to be met before new entries are added to DEER.

The draft Work Plan will also describe tasks and milestones to update the DEER based on Federal and State Codes, Standards, or Regulation updates that are not already included in DEER, and prioritize all analytical tasks for all measure estimates and updates that are necessary for the DEER Updates to be used by utilities for their energy efficiency portfolio planning, and all maintenance activities to take place through the end of the contract term. The Work Plan will include an estimate of the time and resources that will be needed to complete each of the remaining DEER project activities. The Work Plan will prioritize any remaining DEER update activities, including any additions and refinements approved or requested by the ED PM. The Contractor shall identify the various DEER update activities.

During the development of the Work Plan, the Contractor is expected to propose a set of criteria that can be used to define the priority order for completing the DEER parameters update activities. The Contractor will meet with the ED PM as needed throughout the development of the Work Plan to discuss the analysis and make decisions. The ED PM may accept the draft Work Plan as final or request that revisions be made.

b. **Non-DEER workpaper and dispositions**: The Contractor shall also develop a Work Plan for Work Area 2, in consultation with the utilities. The Work Plan should include a process for early engagement between ED and the program administrators to collaboratively develop draft workpapers for new measures and tools. The Work Plan should include a schedule for review and collaborative development of draft workpapers, including the projected number of draft workpapers that are expected to be reviewed, the average...
amount of time available for the collaborative development of draft workpaper, and the eventual preparation of the workpaper review final disposition.

c. **Custom Projects**: The Contractor should provide a schedule for review and preparation of custom project review dispositions, including the projected number of custom projects that are expected to be reviewed, the number of project site visits expected to conduct, and the average amount of time available for the review of each custom project and preparation of the disposition. The Contractor shall describe the feedback process for information requests and responses.

d. **Regulatory Support**: Much of the work that falls under this category is determined on an as needed basis and can often require a large amount of resources in a short amount of time. The bidder should address how to balance these requests with the ongoing work of the custom projects and workpaper reviews, and DEER updates.

**Task 2 Deliverables**

- Revised project tasks and schedule with a clearly defined end-product or deliverable for each task
- Proposed criteria to guide task prioritization process
- Work Plan(s) prioritizing DEER activities, including measures parameter updates and additions, non-DEER workpaper development and review, custom project review, and regulatory support

**Task 3: Coordinate regularly scheduled project management meetings**

The purpose of the project management meetings envisioned under this task is to provide a venue to discuss the work status across the entire contract with ED staff and ED management; strategize for coordination and/or redistribution of work among contractors, as needed; resolve administrative and other matters concerning the contract; plan coordination with ED evaluation, measurement, & verification contractors; and coordinate interactions with program administrator ex ante and program management staff.

**Task 3 Deliverables**

- Regularly scheduled meetings with prepared agendas
- Preparation materials for meetings, as needed
- Prepared notes from meetings

**Task 4: Develop and implement a stakeholder engagement process**

The stakeholder engagement process envisioned under this task is expected to include coordination and collaboration with program administrators and a broader stakeholder group. The Contractor is expected to work toward a transparent and collaborative process to develop a unified, streamlined database of deemed values while minimizing duplicative efforts. This includes, and is not limited to, a draft process for collaborative workpaper development that proactively coordinates with the program administrators to define measure categories and agree upon source data and methodologies prior to the submission of workpapers. The ex ante review team (which shall include ED and contractor staff) needs to take into account the balance between workflow throughput with the reasonableness of the estimated values and calculations, in order to keep the process on track.

A broader stakeholder engagement process should be initiated upon the outset of the contract to provide points for public input on the proposed DEER updates. When feasible, (i.e., except for custom review projects and non-
DEER workpapers that involve confidential information) the ex ante review dispositions should be made publicly available without violation of confidentiality and proprietary concerns.

**Task 4 Deliverables**

- Develop and execute a stakeholder engagement plan for work areas 1-3
- Two to three public workshops, with subsequent topic-specific meetings, to provide input at the beginning, middle and close of the DEER update process
- Guidance to program administrators regarding the standards expected for non-DEER workpapers and custom project submissions

### 2.3. Work Area 1: DEER Values Update

**Summary:** Maintain, support, and update the DEER. Activities include additions and improvements to the methods used to develop DEER values, updates to parameter values based on the latest research and evaluation results, incorporation of federal and state codes and standards updates, and additions to support ex ante values to be utilized in the IOUs portfolio planning and implementation during the contract period.

**Work Product Specifications:** Since its inception, DEER has undergone five main updates, most recently the DEER 2011 Update for 2013-14 Planning. The next round of DEER Updates will build on the most recent updates to enhance the database values’ accuracy, applicability, usability, and functionality. The project will be comprised of a comprehensive update of DEER values in advance of the next CPUC energy efficiency guidance decision, scheduled for the fourth quarter of 2013, to support the development of the program administrators’ energy efficiency portfolios for 2015 and beyond (2015+).

**The objectives of this project are as follows:**

- Develop and release a DEER version for use in 2015+ energy efficiency portfolio planning by updating the most recent DEER version per D.12-05-015, and any subsequent decisions that may be issued by the Commission. The update is expected to incorporate the latest evaluation and research results available, as well as any applicable new federal and state codes, standards, or regulation updates.

- Develop and release a mid-cycle DEER update during the 2015+ cycle that reflects applicable new federal and state codes, standards, or regulation updates as they become effective.

- Develop and release a DEER version for program administrator energy efficiency portfolio planning of the next cycle, after the 2015+ cycle, at the Commission’s discretion. These updates are expected to incorporate the latest evaluation and research results available as well as any new federal and state codes, standards, or regulation updates.

**Project Management Specifications** - The DEER Values Update will be managed by the project manager designated by the CPUC’s Energy Division (ED PM). The Contractor is expected to meet with the ED PM at regular intervals throughout the contract term. The frequency of meetings will be determined by the nature of the work at hand and is expected to be no more frequent than weekly and no less frequent than monthly. At various times throughout the project, the ED PM may seek input from an ad-hoc technical group and may require the Contractor to meet with the ad-hoc technical group by phone or in person. The Contractor may be called upon to help recruit, facilitate, and manage the technical group meeting or workshop process.
**Project Reporting Specifications** – The Contractor will prepare brief monthly status reports describing work completed during the month, expected activities during the coming month, and issues that need resolution by the ED PM and/or discussion with a wider audience. The Contractor will implement a web-based project management system that will be the repository of all written documents associated with this project as well as provide a dashboard briefly highlighting the status of each activity.

The Contractor will serve as the data manager and administrator of DEER from project commencement through the contract term.

In addition to meeting the California Department of General Service invoicing requirements, the Contractor is expected to use the ED’s Contract Management System to report monthly invoices and upload all invoice-supporting documentation.

**Task 1. DEER Update Plan**

In the DEER Update Plan, the Contractor will recommend a process for comprehensive, periodic updates of the DEER that will update DEER measure values for future program planning purposes. The periodic updates are expected to utilize the most recent measure-level load impact estimates from completed ED Evaluation, Measurement and Verification (EM&V) studies to supplement and/or verify the savings estimates generated through simulations and/or modeling. This should include any analytical steps necessary to translate the measure-specific load impact estimates from EM&V studies into a format that is consistent with measure-specific savings estimates in the current DEER database. The periodic updates are also expected incorporate new federal and state codes, standards, and regulations that are in effect or anticipated to be effective.

The Update Plan will describe how the current and future DEER Contractor(s) shall ensure that estimates proposed for inclusion are accurate and appropriate for the segmentation used in DEER. The Plan must include acceptance criteria to determine if performance characteristics developed from modeling studies, engineering analyses, or load impact studies have been met. These criteria should identify the minimum levels of documentation, accuracy, and rigor that will need to be met before new entries are added to DEER. The Plan is intended to be a living document that is updated based on Commission needs.

**Task 1 Deliverables**

- **Detailed DEER Update Plan** - The DEER Update Plan is expected to be a living document that is updated based on the needs of the Commission.

**Task 2: Coordinate with program impact evaluation contractors**

The DEER Contractor is expected to have regular meetings as needed with ED’s impact evaluation contractors to review the field data collected to ensure that the DEER Contractor knows when new measurement data and results are likely to be available. The Contractor is also expected to provide guidance to the evaluation contractors in order to identify field measurements that may be of use to DEER updates that would not have otherwise been collected in the course of the program impact evaluation.

**Task 3. Documentation and Public Meetings**
The contractor will work with ED to develop a proposal on which DEER measures, methods, and assumptions will be updated and share this proposal with stakeholders in order to solicit public input. The Contractor is expected to document the DEER Update changes and present the draft changes to stakeholders in public workshops and meetings to gather public input. The Contractor will take detailed notes during the workshops and will work with ED’s PM to incorporate public comments into the DEER analysis and the final update documentation, where appropriate.

**Task 3 Deliverables**

- Proposal of DEER updates
- Documentation on the DEER Updates changes
- Presentation of the proposed DEER updates in stakeholders’ workshops and meetings
- Documentation of stakeholders’ workshops and meetings notes


**Work Product Specifications:** The Update Plan should address the overarching methodological and technical issues pertinent to improving DEER methods and calibration of the DEER measure parameters results based on the latest information and data available. Because of the timing of the availability of the 2010–2012 evaluation results, it is critical that both residential and nonresidential weather sensitive and non-weather sensitive measures be updated given new data sources and changes in the energy efficiency planning environment. In general, the DEER values are expected to continue to derive savings values from EM&V field studies data.

**Task 4 Deliverables**

- Update DEER with applicable recent information/data.
- Include in the DEER Update Plan a detailed description on addressing the overarching methodological and technical issues pertinent to improving DEER methods and calibration of the DEER results based on the latest information/data available.

**Task 5: Database & Website Maintenance and DEER Help Desk**

**Work Product Specifications:** The Contractor will provide database and website maintenance as needed throughout the term of the contract. The Contractor will also be available to provide help desk assistance to DEER users for technical issues related to accessing and using the website and database, and any DEER measures values questions. The Contractor will not be expected to assist users with using, analyzing, or interpreting data. The Contractor will keep records on all assistance provided to DEER users. The Contractor is also expected to procure the resources necessary to support ED’s DEER website.
2.3. Work Area 2: Non-DEER Workpaper Reviews and Dispositions

**Summary:** Assist ED in the review of utility non-DEER measures workpapers, including collaboration with the utilities during their draft workpaper development, and preparing workpaper reviews and recommendations of utility submitted workpapers for ED approval.

**Work Product specifications:** An effective ex ante review process should work toward streamlining the process in which non-DEER workpapers are developed and reviewed. Energy Division would like to see a workpaper collaborative development process that is not merely reacting to the program administrators’ requests, but is proactively coordinating with the program administrators to define measure categories and to agree upon source data and methodologies prior to the submission of workpapers for approval. As much as possible, the Contractor should work toward a transparent and collaborative process that minimizes duplicative efforts.

Establishing accurate measure impact values requires careful determination of both reliable baseline data and measure performance data. Some of these data are not simple to gather for a variety of reasons. The Contractor is expected to be able to assist ED in the review of IOU baseline data determination for reasonableness and appropriateness to establish the baseline equipment performance as well as pre-existing equipment use patterns. In the absence of available baseline data, the Contractor is expected to conduct independent research, studies, or quick surveys for use in baseline determinations.

The Contractor is also expected to maintain and support ED’s current websites for use in the review of IOUs workpapers. These websites provide workpaper documents storage and a means of tracking communication between ED and the utilities in the workpaper review process. The Contractor is expected to be able to demonstrate that it is able to review non-DEER measures for reasonableness, and develop recommended values to ED based on DEER methodologies. When DEER methodologies are not available, the Contractor is expected to be able to conduct independent research or studies to develop recommended values to ED.

Commission Decision 10-09-049 directed that the utilities develop non-DEER workpapers in collaboration with ED. Utilities are to notice ED of upcoming draft workpapers, and ED will notify the utilities if it wishes to collaborate with the utility in the development of a specific workpaper prior to the utility submitting the workpaper to ED for review and approval.

Decisions 09-09-047 and 11-07-030 and the Administrative Law Judge (ALJ) Ruling dated November 18, 2009 directed that the utilities to submit for ED review and approval their non-DEER workpapers to freeze ex ante values. This is an ongoing task through the end of the contract term. D.12-05-015 speaks to the non-DEER workpapers review process moving forward. This decision also speaks to the interactions of DEER values and DEER methodologies to the non-DEER ex ante values and methodologies.

**The objectives of this work area are as follows:**

- Assist ED in the review for reasonableness and appropriateness of program administrators’ non-DEER measure workpapers, including collaboration with the program administrators during the draft workpapers development stage. The contractor is also expected to assist ED in improving the current collaboration process between program administrators in order to reduce redundancies and the total number of workpapers submitted to ED for review.

- Prepare workpaper reviews and review dispositions of workpapers submitted for ED approval. The reviews will consist of the non-DEER measures’ ex ante parameter values such as impact, free-ridership, effective useful life, and cost.
Task 1: Selection of draft workpaper for collaborative development

Under the direction of the ED PM, the Contractor will review the proposed monthly draft workpaper list submitted by the program administrators. Based on the measure’s potential energy savings contribution towards the program administrators’ total portfolio of energy savings, the Contractor will provide a written recommendation to ED regarding whether there is a need to collaboratively develop a particular draft workpaper with the applicable program administrator.

Task 1 Deliverables

- As needed, written recommendations to ED regarding whether there is a need to collaboratively develop a draft workpaper with the program administrator.

Task 2: Collaboratively develop draft workpapers with program administrators

The Contractor will represent ED to collaboratively develop draft workpapers with a program administrator or the program administrator’s representative. The Contractor will review the development of the draft workpapers in parallel with the program administrator or its designated contractor and provide timely written comments/feedback to the program administrators on the assumptions and methodologies used to develop the measure parameters estimates. The Contractor will represent ED in discussions with the program administrators regarding the draft workpaper development. The Contractor is expected to track and maintain records of all draft workpapers that ED developed in collaboration with the program administrator.

Task 2 Deliverable

- Records of workpapers ED developed in collaboration with the program administrators including written comments/feedback to the program administrators on the assumptions and methodologies used to develop the measure parameters estimates.

Task 3: Review of non-DEER workpapers

Under the direction of ED’s PM, the Contractor will review the non-DEER workpapers as directed in the referenced Commission decisions and ALJ Ruling. The Contractor will maintain and update an electronic dataset of all workpapers that the program administrators have submitted for review, the review status, and the associated ED review disposition. This dataset will be available to ED and the program administrators.

Task 3 Deliverable

- Electronic dataset of all workpapers that the program administrators have submitted for review with the review status and ED review disposition.
Task 4: Workpaper review summaries and recommendations

After reviewing the non-DEER workpapers, the Contractor is expected to provide written workpaper review summaries and recommendations to ED’s PM. The Contractor will represent ED in meetings to discuss the recommendations with the program administrators. The Contractor is expected to take notes at these meeting and provide the notes to ED and the respective program administrator.

Task 4 Deliverables:

- Written workpaper review summaries and recommendations to ED’s PM.
- Notes from meetings discussing workpaper recommendations with the program administrators.

Task 5: Update and maintain an approved non-DEER measure tracking list

The Contractor will maintain and update a publicly available non-DEER measure tracking list that provides the measure values approved in the non-DEER workpaper review and disposition process. Additionally, the Contractor will develop a standardized method to document and track the criteria considered when reviewing non-DEER workpapers, and what criteria or thresholds were met in approved measures.

Task 5 Deliverable

- Publicly available non-DEER measure list to include measures’ parameter values (unit energy savings, effective useful live, costs, etc.).
- A living document that lists criteria considered when reviewing non-DEER workpapers.
2.4. **Work Area 3: Custom Measure/Project Review and Disposition Process**

**Summary:** Assist ED in the review of selected program administrator custom projects/measures, including preparing written review recommendations for custom projects/measures, and updating and maintaining the contents of a database of custom projects and measures.

**Work Product Specification:** Decisions 09-09-047 and 11-07-030 direct and set forth a process for the utilities to provide custom measures and projects for ED review and recommend approval prior to freezing ex ante values. Decision 12-05-015 affirmed the Commission’s directions in these two previous decisions. At the direction of ED, the Contractor will review selected utility custom measures and projects. The Contractor is expected to follow the Custom Application Review Process set forth in D.11-07-030.

The Contractor is expected to understand the interactions between custom measures/projects methodologies and DEER values, DEER methodologies, and non-DEER values. When a custom methodology is not based on DEER methodologies, the Contractor is expected to review the custom methodology for appropriateness, or propose a different methodology based on independent studies or research. The Contractor is expected to conduct field work to perform site pre/post install reviews, free-ridership surveys, collect custom projects and measures costs, and conduct industry standard practices studies or surveys.

Establishing accurate custom measure/project impact values requires careful determination of both reliable baseline data and measure/project performance data. Some of these data are not simple to gather for a variety of reasons. The Contractor is expected to be able to assist ED in the review of program administrators’ baseline data determination for reasonableness and appropriateness to establish the baseline equipment/process performance as well as pre-existing equipment/process use patterns. In the absence of available baseline data, the Contractor is expected to conduct independent research, studies, or surveys for baseline determinations.

The Contractor is also expected to maintain and support ED’s current website for use in the review of selected custom projects. The website provides custom projects documents storage and a means of tracking communication between ED and the utilities in the custom projects review process.

The objectives of this project are as follows:

- Assist ED in the review for reasonableness and appropriateness of the ED-selected custom measures and projects
- Prepare review disposition findings for these selected projects for ED approval of the projects’ ex ante parameter values.

**Task 1: Selection and review of utility custom measures and projects**

Under the direction of the ED PM, the Contractor will select from program administrator-submitted lists of custom measures and projects for review, and will then review the selected custom measures and projects. The Contractor will maintain and update an electronic dataset of all the projects that the program administrators have submitted for review, specific projects ED selected for a review, the review status, and the associated ED review disposition. This dataset will be available to ED and the program administrators.
**Task 1 Deliverable**

- Electronic dataset of all custom projects program administrators submitted for review, and specific projects ED selected for review, including the review status and the associated ED review disposition.

**Task 2: Custom measure / project review summaries and recommendations**

Upon reviewing selected custom measures and projects for reasonableness and appropriateness, the Contractor is expected to provide a written summary and recommendations to the ED PM and discuss their recommendations in meetings with the program administrators. The Contractor is expected to take notes at the meetings and provide the notes to ED and the respective program administrator.

**Task 2 Deliverables**

- Written summary and review findings recommendations to the ED PM regarding custom measures and projects reviewed.
- Notes from meetings with program administrators discussing review recommendations.

**Task 3: Update and maintain an approved custom measure / project tracking list**

The Contractor will maintain and update a program administrator-specific electronic list of custom measures and projects approved under the custom review process. Additionally, the Contractor will develop a standardized method to document and track the criteria considered when reviewing custom projects, and what criteria or thresholds were met in approved custom projects.

**Task 3 Deliverables**

- Program administrator-specific electronic lists of custom measures and projects approved under the custom review process.
- A living document detailing a standardized method to document and track custom review criteria used during custom measure and project review, including criteria and/or thresholds met in approved custom projects.

**Task 4: Improve Existing Custom Projects Program and Review process**

The Contractor will review the existing custom project program rules and work with ED, the program administrators, and other stakeholders to improve the program rules and review process.

**Task 3 Deliverable**

- Review of custom project program rules and recommendations on how to improve the program.
2.5. Work Area 4: Analysis and Regulatory Support

Summary: Conduct research and analysis in support of regulatory policy and oversight. Activities will include, but are not limited to, development and implementation of an integrated approach for incorporating data from the frozen ex ante dataset with existing avoided costs values into a cost-effectiveness calculator.

Work Product Specifications: Decision 05-01-055 directed ED to conduct research and analysis in support of regulatory policy oversight. This includes, but is not limited to, performing research and developing recommendations to assist in developing energy efficiency policy goals and priorities, program performance goals and funding levels, and performing other research, as needed, related to energy efficiency activities. As part of ED’s overall quality assurance and policy oversight responsibilities, ED is required to perform a number of functions necessary to ensure that utility program results are accurate and that ratepayer funds are spent and managed in a responsible and productive manner. Under the direction of ED’s PM, the Contractor is expected to provide support to ED in fulfilling this role. The scope of work below provides some known tasks required of the Contractor at this time. The Contractor is expected to be able to provide this and similar technical and regulatory support on an as-needed basis.

The objectives of this project are as follows:

- Assist ED in review and verification of program administrator-submitted program planning cost-effectiveness calculators.
- Design and implement an approach to incorporate data from the Commission-approved frozen ex ante dataset and the Commission-approved avoided cost methodology into the existing cost-effectiveness calculations.
- Provide ED ad hoc technical support, analysis, and research.

Task 1: Assist ED in review and verification of utility submitted program planning cost-effectiveness calculators

The administrators of each efficiency portfolio program complete an “E3 Cost-Effectiveness Calculator” which contains complete information on all program costs and measures. The measure data includes details on each measure offered by the program including the ex ante values used for kWh/kW/Therm impacts (savings or load increase), measure costs, incentives or rebates, effective useful life, and other information used to calculate the program’s TRC (Total Resource Cost) and PAC (Program Administrator Cost). These spreadsheets are the basis of CPUC portfolio approval and are the basic input on measure detail to the CPUC measurement and verification impact evaluations. The Contractor selected will be the primary point of verification of all measure inputs into these calculators.

Depending on the Commission decision on the future energy efficiency incentive payment mechanism, the ex ante measure values in these spreadsheets might also provide the basis for utility incentive payments for certain programs in the absence of ex post impact evaluation.

Under this task, Contractor activities shall include, but are not limited to:

- Participate in the ongoing process of the Cost-Effectiveness Calculator improvements.
- Continue to review and update the program administrator-submitted calculators and input measure values, and/or work with utility administrators, to ensure all ex ante values are appropriate and reasonable.
- Verify measure input data values within program administrator-submitted calculators during the affected
program cycles.

- Under ED’s direction, plan and develop a frozen ex ante dataset at a centralized location, for all verified measure input values. Moving forward, this will be the frozen ex ante measure dataset from which program administrators will obtain measure data values for reporting purposes.
- Coordinate with the DEER Team to implement the non-DEER measure data pre-screening tool into the DEER database so that it is compatible and of maximum use to other programs and users.
- Inform and assist EM&V contractors as to the proper interpretation of (1) the Cost-Effectiveness Calculator values and calculations for the range of program delivery models, and (2) how those values are to be reviewed, corrected and documented as part of their work scopes.

**Task 1 Deliverables**

- A written document on the verification of all measure inputs into the utilities cost-effectiveness calculators.

- Produce a publicly available frozen ex ante dataset of verified utility measure input values.

**Task 2: Design and implement an approach to incorporate data from the Commission-approved frozen ex ante dataset and the Commission-approved avoided cost methodology into the existing cost-effectiveness calculations.**

The August 8, 2007 ALJ Ruling authorized ED to directly manage the development and updating of the E3 Cost-Effectiveness Calculator as part of the Commission’s overall quality assurance responsibilities for post-2005 energy efficiency. ED will manage the calculation of program cost-effectiveness using the ex ante measure input assumptions and the many verified inputs stored in the frozen ex ante dataset which includes DEER and non-DEER measures.

ED envisions developing an approach to better integrate the frozen ex ante dataset (which consists of the frozen DEER database measure values, the frozen non-DEER ex ante database measure values, and any other relevant and appropriate data source ED identifies during the design scoping process) with the existing E3 avoided cost values into the existing E3 Cost-Effectiveness Calculator. ED envisions that this approach would offer improved transparency to stakeholders as to the inputs behind the cost-effectiveness calculations results.

The integrated approach will allow both ease of use by the program administrators and their partners and third parties while ensuring that the measures data and calculations meet CPUC policy requirements. The objective of the development of this approach is not only to ensure the reliability of the measure and program data entered by the user and improve the usability of the data, but a main objective is to ensure that the program administrators portfolio planning and reporting submissions are easy to review and confirm that all data and methods conform to CPUC requirements.

ED is in the first stages for the development of a first version of this approach. The Contractor is expected to assist ED in the development, design, and delivery of an improved, transparent approach to incorporating frozen ex ante data in the Commission’s cost-effectiveness calculations.

The Contractor activity will include development, evaluation, and presentation of potential options; development and testing of the selected approach; and ongoing implementation and support of the approach once finalized. ED expects that this approach will be used for the IOUs program cycle planning and accomplishment reporting.

Under this task, the Contractor’s activities shall include, but are not limited to:
• Development, evaluation, and presentation to ED of potential options for an integrated approach to incorporating the frozen ex ante dataset and the avoided cost methodology data into the existing cost-effectiveness calculators;

• Development and testing of the selected approach; and

• Ongoing implementation and support of the approach.

**Task 2 Deliverables**

• *Memorandum summarizing options to the approach to incorporating frozen ex ante data and the avoided cost methodology data into the Commission’s cost-effectiveness calculations.*

• *An integrated approach to incorporating the frozen ex ante dataset and the avoided cost methodology data into the existing cost-effectiveness calculators*

**Task 3: Ad hoc technical support, analysis, and research**

As stated above, ED performs a number of functions in its overall quality assurance and policy oversight responsibilities, much of which is not pre-determined. Analysis and research is likely to be requested of ED by the Commissioners or Commission management on an as needed basis. Under this task, the Contractor is expected to work with ED at the kickoff meeting to set aside a budget for this task to provide ad hoc, on-call support to ED at the direction of the ED project manager.

**Task 3 Deliverable**

• *Written documentation related to the various ad hoc technical support, analysis and research.*

the resources necessary to support ED’s DEER website.

**2.6. Technical Background and Qualifications Required**

There are three web sites developed and maintained for Energy Division associated with this project. A basic description and the requirements for maintaining and developing the websites are provided below. Although the effort and cost expected to be expended on the continued development and maintenance of these sites is a very small fraction of the total project effort and cost, these activities are key to the success of the overall project.

The three web sites run on a commercial cloud server (AWS) and require a basic understanding of Amazon’s Elastic Compute Cloud (EC2) and Simple Storage Solution (S3) operation.

**1. ED Secure Data Archive Site**

This site provides secure archive services for Energy Division for staff and contractor use. The customized web interface was developed based on specific Energy Division security and project requirements.

The site was developed to run on a Linux LTS operating system [1], deployed to an Amazon Web Services EC2 virtual server, utilizes the PostgreSQL database engine [2], Apache web-server [3],
Python programming language [4], Django web-application stack [5] (in Python), and front-end technologies including HTML4/5 [6], Javascript [7] (and the jQuery library), and CSS [8].

Essential requirements for development and maintenance of all systems are, in the order presented:

1. Moderate system-administration skills including the ability to install, configure, and debug all related components and utilities including cron, svn and postfix.
2. Basic PostgreSQL knowledge for maintenance, moderate knowledge for development and deployment. Requires ability to create and administer users, databases, schemas, and external connections (primarily for debugging and data administration.)
3. Moderate Apache knowledge required for deployment and basic knowledge for administration. May include the ability to understand and create modwsgi files, certificates and associated SSL rules, and static media aliases.
4. Advanced Python and object-oriented programming skills are required for development and debugging of most of the application. This includes knowledge of several third-party Python libraries for tasks such as S3 API interactions and database migrations within the application.
5. Moderate Django knowledge required for maintenance and debugging, advanced knowledge required for development. The elements of Django most heavily leveraged are the ORM, templating system, admin interface, and middleware processor.
6. Basic HTML 5 knowledge and moderate to advanced HTML 4 knowledge required for development and maintenance.
7. Advanced jQuery and Javascript knowledge required for development and debugging.
8. Advanced CSS knowledge required for development, moderate knowledge required for maintenance.

2. DEER Ex Ante database server

This site is used to host the DEER2011 ex ante database as well as future versions of the database. A custom interface to the database, READI (Remote Ex Ante database interface) has been developed to provide public access to the database content.

This database server is developed to run on Linux LTS on AWS EC2, using PostgreSQL and Apache. Programming knowledge for the server itself is not required, merely the ability to:

- Create, modify and administer databases, users and permissions in PostgreSQL, including secure external connections.
- Basic Apache knowledge for deployment and maintenance.
- Basic system-administration skills to facilitate all components.

READI is developed using the Delphi XE programming tools, a Pascal-based rapid application development software suite. Additional information on READI can be found at DEEResources.com, under the “DEER2011 for 13-14” menu. Additional information on Delphi can be found at Embarcadero.com. Additions to the standard Delphi programming suite include Devart SecureBridge...
Components to provide SSH connections to the database and Devart PostgreSQL data access components to provide SQL access to the PostgresQL database.

3. DEER Ex Ante data web site (DEEResources.com)

This site is used to deliver the current as well as historical versions of the DEER ex ante data. The site includes information on each major DEER release and provides access to documentation, tools, and reports.

This server requires:

- Moderate Joomla skills to develop or for programming updates/maintenance, and basic CMS/Joomla administration knowledge for front-end administration.
- Moderate MySQL knowledge for database development and basic knowledge for maintenance.
- Moderate to advanced PHP knowledge for programming updates and development.

Other services:

In addition to the web sites, these software services are provided to Energy Division as part of this project:

- Project management site: access to an “Unlimited” (a.k.a. “Max”) Basecamp account is provided to Energy Division for staff and contractor use. Information on Basecamp can be found at basecamp.com.

Web-based Screen sharing service: subscriptions for GotoMeeting and GotoWebinar, a web based screen sharing service, is provided to Energy Division for staff and contractor use. Information on GotoMeeting can be found at GoToMeeting.com.
3. Contract Terms

3.1. Bid Amount and Term of Contract

The maximum value of this contract will not exceed eight million and 00/100 Dollars ($8,000,000.00) over the initial three-year contract term. The contract will not exceed this amount, but may be amended for budget and time based on evaluation of the contractor(s)’ work performance.

The term for the contract detailed in this RFP will be for up to a three-year term with two (2) 1-year options to extend the term by formal contract amendment subject to DGS/OLS approval for additional time and budget. The contract extension will be limited to up to two and a half million and 00/100 Dollars ($2,500,000.00) per year (for up to two years) upon Energy Division PM evaluation of contractor(s)’ satisfactory performance of the work at the end of the third year. The contract can be terminated at any time if the Energy Division project manager deems the contractor’s performance unsatisfactory.

3. Bidders Conference and Questions

A bidder’s conference will be held in the CPUC’s Golden Gate Room on May 29 at 10 am. The conference number is 877-930-0524, and the participant code is 349-4395#. Bidders may also participate via WebEx at https://van.webex.com/van/j.php?ED=207677227&UID=491292852&ICS=MIU1&LD=1&RD=2&ST=1&SHA2=Gsne3SeJI6JJA6CK3dy0BGuB2PPkJ2rwEHPBnwTcEc=

Bidders requiring clarification of the intent or content of this RFP or on procedural matters regarding the competitive bid process may attend the bidders conference or request clarification by submitting written questions via www.bidsync.com of this RFP.

To ensure a response, questions must be received, in writing, by the scheduled date given in the Key Action Dates Section (6.1) of this RFP. Questions that are not submitted through BidSync will not be answered. 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 website www.bidsync.com without identifying the submitters. At the sole discretion of the State, questions may be paraphrased by the State for clarity.

It is each Bidder’s responsibility to:

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

Only written questions and written answers released by the RFP representatives shall be binding upon the Bidders and the State. Oral answers shall not be binding on the State.
4. **Bidders’ Required Experience and Qualifications**

**Technical Expertise:** Firms or teams bidding on this project must collectively possess and demonstrate extensive experience with analytical, engineering, and modeling tools used to develop measure level load impact estimates, load shapes, and energy efficiency measure costs. Bidders must also have extensive knowledge of energy efficiency programs in California, energy engineering for a wide variety of energy efficiency measures and services, and expertise of demand side management cost benefit analysis.

**Project Management and Stakeholder Communications:** Firms bidding on this project must show demonstrated ability to oversee large scale, complex projects, manage workflow, meet deadlines, and effectively work with stakeholders to improve review processes.

Due the breadth of this contact, bidders are encouraged to form teams to bid on the scope of work contained within this RFP. If a team approach is used, all subcontracting firms must be identified in the bidder’s proposal and the disclosure requirements will apply to all participating firms and individual team members. If a team is selected, ED’s PM must approve in writing any proposed substitution or additional subcontracting firms or individual team members before any substitution or addition occurs. The bidder responding to this RFP must serve as the Prime Contractor and will be the responsible entity in ensuring that all tasks are competently and thoroughly completed.

5. **Proposal Requirements and Information**

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

6.1 **Key Action Dates**

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

<table>
<thead>
<tr>
<th>Key Actions</th>
<th>Date</th>
<th>Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP is released</td>
<td>May 16, 2013</td>
<td>10:00 am Pacific Daylight Time</td>
</tr>
<tr>
<td>Bidder’s Conference — CPUC SF Headquarters 505 Van Ness Avenue – Golden Gate Room</td>
<td>May 29, 2013</td>
<td>5:00 pm Pacific Daylight Time</td>
</tr>
<tr>
<td>Bidder’s Questions via BidSync Submittal Deadline</td>
<td>June 3, 2013</td>
<td>5:00 pm Pacific Daylight Time</td>
</tr>
<tr>
<td>Responses to Bidder’s Questions Posted on BidSync</td>
<td>June 11, 2013</td>
<td>5:00 pm Pacific Daylight Time</td>
</tr>
<tr>
<td><strong>Proposals Due</strong></td>
<td>Monday, June 17, 2013</td>
<td>4:00 pm Pacific Daylight Time</td>
</tr>
<tr>
<td>Intent to Award Notice – Posted in CPUC Lobby and on CPUC website <a href="http://www.cpuc.ca.gov/PUC/consulting/intenttoaward">http://www.cpuc.ca.gov/PUC/consulting/intenttoaward</a></td>
<td>July 22, 2013</td>
<td></td>
</tr>
<tr>
<td>Key Actions</td>
<td>Date</td>
<td>Time</td>
</tr>
<tr>
<td>-------------------------------------------------</td>
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</tr>
<tr>
<td>Contract Award Date</td>
<td></td>
<td>July 31, 2013</td>
</tr>
<tr>
<td>Contract Execution and DGS Approval</td>
<td></td>
<td>August 1, 2013 – September 20, 2013</td>
</tr>
<tr>
<td>Contract Commencement Date</td>
<td></td>
<td>September 23, 2013</td>
</tr>
</tbody>
</table>

6.2 Work Plan and Work Schedule Requirements

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

Section 1: Introduction

Bidder must summarize their understanding of the project requirements, and the general approach to fulfill them. Bidders must justify why the CPUC should select the Bidder’s firm and project team (including subcontractors, if any).

Section 2: Methodology and Scope of Work by Task and Timeline

Section 2 should be organized by task, and should cite references in literature where appropriate.

Proposed Work Plan: At a minimum, the Bidder must describe their approach to completing the research objectives and tasks described in this RFP, and provide a work schedule/timeline for completing the tasks and any sub-tasks. The work plan should include a discussion of the methodological issues within each work area that demonstrates the bidder’s capacity to perform the tasks in this RFP. If Bidders wish to do so, they may propose alternatives or expansions to the tasks listed in this RFP. Bidders’ proposals shall list all resources required to conduct the Bidder’s proposed work plan. The bidders will also be judged on ability to provide the required deliverables within the project timeline. Hence, the proposals need to clearly demonstrate how the aggressive schedule will be met by their proposed approach.

Section 3: Questions

Please provide a written response to the following questions:

- Discuss the balance that must be reached between precision and workflow throughput and how you would apply it to this scope of work.
- How would you determine what is the necessary level of precision and accuracy in parameter estimates?
- How much time is appropriate to develop each workpaper or custom project deliberation, and how much time should be allocated to deliberation over parameter estimates?
- How would you balance the needs of new program administrators (e.g., Regional Energy Networks and Community Choice Aggregators), which may require more guidance and feedback on developing workpapers and custom project reviews, with the needs of utilities, which have a large volume of workpapers and custom projects?
- Describe how you would engage stakeholders in the DEER update process.
- Discuss how your team will approach the ex ante workpapers and custom projects review processes.
- Discuss any lessons learned from your team’s past experiences in leading workpaper reviews and custom project reviews, or similar activities, and any resulting changes to how your team now handles such processes.
• Describe any improvements you would make to the workpaper and custom project review process.
• How would you resolve a disagreement between your team and stakeholders regarding ex ante parameter estimates?

**Section 4: Project Management Structure**

Bidder must provide clear description of the responsibilities each of the key personnel will have in executing the proposed scope of work and a brief description of the relevant experience and qualifications of each person. The bidder should provide a graphical representation of the project management structure, including the proposed relationships between the project manager, key personnel, support staff, other contractors, and other resources that are expected to participate in the project. Full Resumes must be included in the appendix and should not be longer than two pages each.

**Section 5: Staffing Plan by Task and Subtasks**

The Staffing Plan must show the number of hours budgeted by each of the Tasks and Subtasks for each of the key personnel or employee category (other personnel). Key personnel identified in the proposal may not be substituted when performing work on the contract without prior written approval from the Energy Division project managers. Approval for substitution of key personnel will not be automatic.

**Section 6: Technical Requirements of the Written Proposal**

See Section 6.7.1 for technical requirements of the proposal.

**6.3 Addendum**

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

**6.4 Confidentiality**

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

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

The content of hardcopy and electronic work papers and correspondence disclosing any part of a bid will be held in the strictest confidence until the bids are opened.

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

1. GENERAL DESCRIPTION

A. For purposes of this Agreement, “conflict of interest” means:

   a) a conflict of interest as defined in this RFP or any resulting Agreement;

   b) a conflict of interest prohibited by any applicable Federal or State law, including the Political Reform Act, relating to conflicts of interest.\(^1\); and/or

   c) A financial interest that may impair the ability of the individual or firm to deliver fair unbiased work for the State.

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

C. For purposes of this Agreement, “Covered Entities” means: Southern California Edison, Pacific Gas and Electric, San Diego Gas & Electric, Southern California Gas Company and parties to the R.09-11-014.

DISQUALIFICATION FROM THE RFP SELECTION PROCESS.

1. The firm is disqualified from the RFP selection if the firm is a party to Rulemaking 09-11-014. A member of an organization that is a party to the said proceeding is also ineligible if the member contributes to or participates on behalf of the organization in meetings, and or prepares written documents, such as comments, to this proceeding.

2. ADDITIONAL CONFLICTS EVALUATION

A. The following conditions, for any prospective team member (firm, or individual, whether a contractor or subcontractor, etc., performing or supervising work under this contract whose work on this project is expected to involve the exercise of judgment), may constitute a conflict of interest:

   1) Current contracts/employment with, or active proposals before the Covered Entities or any parent, subsidiary, or affiliate thereof.

   2) A conflict of interest prohibited by any applicable Federal or State law, including the Political Reform Act, relating to conflicts of interest.

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

3. DISCLOSURES. This section discusses disclosures that must be made by firms, including subcontractors. The presence or absence of conflicts will be scored in the evaluation process.

\(^1\) The Political Reform Act is set forth in Government Code section 81000 et. seq.
A. A number of conditions may render a firm or team unable to give impartial, technically sound, objective assistance and advice, otherwise result in a biased work product, or result in an unfair competitive advantage. In order to properly evaluate and judge the proposed firm or team, and avoid termination and/or controversy at a later stage, DISCLOSE for each participating firm and individual:

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

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

3) Any work performed within the last three years for entities planning, developing, constructing or operating the delivery of energy or ancillary services to California consumers (including marketing, brokering, and financial instruments). Provide the client name, total amount of payments, duration, and nature of services provided.

4) Any existing or expected future contracts conducting evaluation, measurement, and verification work for any of the four California Investor-Owned Utilities, (PG&E, SCE, SDG&E and SoCalGas), their parent companies, their sister companies, or the CPUC. Provide the client name, total amount of payments, duration, and nature of services provided.

5) Any existing or expected future contracts implementing the CPUC’s energy efficiency programs. An individual or firm is considered an energy efficiency program implementer if the individual or firm holds, or plans to hold contract(s), or provides, or plans to provide services in delivery of energy efficiency programs to any of the four California investor-owned utilities, PG&E, SCE, SDG&E, and SoCalGas, or to the parent or the sister companies to any of the four California investor-owned utilities, PG&E, SCE, SDG&E, and SoCalGas in any state within the United States of America. Provide the client name, total amount of payments, duration, and nature of services provided.

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

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

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

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

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

C. If any individual who might perform work in response to this RFP has an investment in any Covered Entity worth $2000 or more, disclose individual’s name and the company in which the investment is held (in response to this question, include the total investments of the individual, his or her spouse, or registered domestic partner, and dependent child).2

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

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

5. RULES RELATING TO FORMER AND CURRENT STATE EMPLOYEES.
Bidders also need to be aware of the following provisions regarding current or former state employees and disclose any disqualifying situations from the following provisions:

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

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

• No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (PCC §10411):

• For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

• For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

1. Content of Proposal Submission:

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

   - Required Bid Attachments (see Attachment 1 Proposal Checklist.)
   - Proposal and all information for Technical evaluation
   - Bid and Cost Information - The bid price and all cost information must be submitted in A SEPARATE SEALED ENVELOPE. The envelope should be affixed to the outside of the proposal package and marked "Do Not Open – Costs for DEER and Ex Ante Regulatory Support - Secondary RFP 12PS5125."

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

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

2. A minimum of five (5) copies of the proposal, along with one (1) the original marked “MASTER,” with original signatures, and one electronic copy on cd or USB stick must be submitted. Completed budget forms must be submitted in excel spreadsheet.

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

4. An individual who is authorized to bind the proposing firm contractually shall sign the Attachment 6, Proposal/Proposer Certification Sheet. The signature must be in blue ink and indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.

5. The proposal envelopes must be plainly marked with this RFP number and title, your firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:
6. 

Your Firm’s Name
Your Firm’s Address
City, State and Zip Code
RFP # 12PS5125
Database of Energy Efficiency Resources (DEER) and Ex Ante Regulatory Support
DO NOT OPEN

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

All proposals shall include the documents identified in RFP Section 6.7.

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

Mail proposals to the following address:

Attention: Contracts Office – Room 2008
California Public Utilities Commission
For: RFP 12S5057
505 Van Ness Avenue, 2nd Floor
San Francisco, CA 94102

If proposals are hand delivered, they must be addressed to the above Department (Contracts Office) but delivered in care of the CPUC Mail Room. The CPUC Mail Room is located on the first floor. Please be advised that the CPUC Mail Room is closed from 12:00pm-1:00pm daily, and 5pm is the close of business each day.

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

8. All proposals must be submitted under sealed cover and received by the CPUC by the Proposals Due date as identified in Section 6.1 Key Action Dates. Proposals received after this date and time will not be considered.

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

10. 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.

11. 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.
12. 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.

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

14. A bidder may withdraw its proposal by submitting a written withdrawal request to the CPUC, signed by the bidder or an authorized agent. A bidder may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.

15. The CPUC may modify this RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.

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

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

18. 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.

19. 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.

20. 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-610) (see Exhibit C) are not negotiable.

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

6.7 Required Information for Evaluation

Bidders must submit Proposal Checklist (see Attachment 1) and all applicable items listed in this checklist for a compliance check to ensure all required Information for evaluation are complete. 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.

6.7.1 Technical Requirements of Written Proposal

Bidders will be evaluated on their written proposal addressing the Scope of Work in Section 1 as well as general information from the respondent to include, but not limited to the following information:
**Bidder’s Business Information**

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

**Conflict of Interest Statement**

Bidders shall submit a Conflict of Interest Statement (see Attachment 2) attesting that it does not have any of the disqualifying interests described above. Bidder shall also explicitly state whether it has or doesn’t have any potential for conflict of interest and how it will monitor and detect any future conflict of interest during the contract (see disclosure guidelines set forth in Section 6.5).

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

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

**Organization Chart and Project Personnel**

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

**Resume of Proposed Team Members**

Bidder should provide up-to-date and useful resumes of all proposed team members (key personnel and support staff) shown on the aforementioned organization chart. The resumes should contain descriptions of the team members’ experience and qualifications as required in Section 5 Bidders’ Required Experience and Qualifications. Descriptions must demonstrate how experiences and qualifications of the team members are comparable and relevant to the scope of work described in the RFP. Descriptions which are limited to “participated” or “assisted in” are of no value in determining the qualifications and experience of the team members and will not be considered. Resumes of the team members who are not shown on the organization chart or shown without specific duties will not be considered. Finally, resumes should indicate where the person is located and should not exceed two pages in length.

**Experience and Qualifications**

To demonstrate the qualifications of the Bidder, Bidder should:

1. Describe all applicable qualifications and special capabilities of Bidder’s proposed project team for performing the scope of work indicated in Exhibit A of this RFP in a straightforward and concise manner.
2. Provide a detailed description of the past experience of Bidder’s proposed project team and any subcontractors in performing tasks similar to that described in the scope of work of this RFP. Bidders must demonstrate how their experiences are comparable and relevant to the scope of work described in the RFP.
3. Provide no more than two samples of reports for similar policy analysis successfully performed by Bidder’s proposed team members within the last five years. **Bidder should provide a weblink referencing the report instead of sending a hard copy of the report.**

4. Provide at least three (3) references from clients within the last eight years by Bidder’s proposed team members, particularly those associated with the proposed project leadership for this RFP, including dates of performance, names of clients, reference contact information, and the name(s) and role(s) of the referenced team member(s). There should be at least one reference for each subcontractor. Please use the form of Proposer References in Attachment 3.

### 6.7.2 Requirements of Cost Proposal

The bid price and all Cost Sheets must be submitted in a separate sealed envelope marked "Do Not Open – Costs for CPUC DEER and Ex Ante Regulatory Support – RFP 12PS5125."

**Labor rates evaluations**

Bidder will prepare an MS Excel Workbook that provides the fully loaded labor rates for each staff and subcontractor staff by job classification title.

The fully loaded labor rates shall be inclusive of all labor and labor-related costs; direct, indirect, general and administrative costs; subcontracting fees; and profit associated with providing the hourly services of each team member. The CPUC expects the rates to be comparable to other government rates offered by firms providing similar services. The rates entered into the submitted spreadsheet will become part of the final contract, therefore the entire term of the contract and any projected rate increases must be considered when preparing the spreadsheet. The rates bids are considered capped and will not change during the 3-year term of the contract. In the event that the contract is extended beyond the 3-year term, bidders are to propose a percentage increase to the rates for each of the two subsequent years that this contract might be extended. When preparing this spreadsheet:

1. Use one form for the Bidder (Prime Contractor) and one for each subcontractor. Insert the company or organization name at the top of the form.

2. For each staff person from this company or organization that will be directly billed to this Agreement:
   - Provide the name, job classifications or title, and number of years of relevant professional consulting experience.
   - Insert the fully loaded hourly rates in the direct labor column. You must use the methodology provided in Attachment 9 for your company or organization and the subcontractor(s) when calculating the loaded hourly rates.

3. For the labor rates evaluation purposes, the personnel and associated fully loaded rates are then to be categorized into the three higher-level group headings below:
   - **Officer/Principle/Director/Manager** – one project director, and no more than one manager in each of the work areas specified in this RFP
California Public Utilities Commission

RFP 12PS5125

- Senior Analyst/Senior Engineer - 15 years or more of relevant professional consulting experience.
- Analyst/Engineer- less than 15 year of relevant professional consulting experience.
- Note: Staff under senior analyst/engineer or analyst/engineer categories with a doctorate degree in a related field will be credited with 4 years of professional experience on top of actual years of experience. Staff with master’s degree in a related field will be credited with one year of professional experience on top of actual years of experience.

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

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

Award, if made, will be to the highest scored responsible proposal.

Proposal Evaluation: After the Proposal Technical scoring is completed, proposals attaining a score of less than 70 percent of the maximum points in the Proposal Technical scoring will be eliminated from further competition. The Labor Rates scoring and all applicable Preferences will be applied to all Proposals attaining a minimum of 70 percent of the maximum total Proposal Technical score points. The agreement shall be awarded to the responsible Bidder meeting the requirements outlined above, who achieves the highest total score.

7.1 Proposal Score

7.1.1 Evaluation Criteria Worksheet
In this phase, Bidders will be evaluated and scored according to the criteria indicated below. The maximum possible Proposal Technical score is 125. During this phase, Energy Division may contact bidders to ask clarifying questions on the contents of their proposals.

The technical evaluation will be evaluated based on the following scoring criteria. In order to effectively score each bidder on these criteria, the bid should provide specific examples that address each criteria or provide a reference table with page numbers that the reviewers should refer to in order to find examples in the bid packet.
## Part 1: Proposal Technical Score

<table>
<thead>
<tr>
<th>Number</th>
<th>Criteria Description</th>
<th>Maximum Possible Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Demonstrated experience in (1) critically reviewing data and quantitative analyses tools (2) objectively developing, implementing, and validating data aggregation and evaluation methods for the purpose of performing quantitative analyses (cost/benefit analyses) and public program planning.</td>
<td>15</td>
</tr>
<tr>
<td>2</td>
<td>Extensive knowledge of demand-side management (DSM) energy efficiency measures, including experience in quantifying associated parameters (full and incremental measure costs, deemed and custom energy savings, net-to-gross, and effective useful life).</td>
<td>15</td>
</tr>
<tr>
<td>3</td>
<td>Ability to demonstrate innovative and forward-thinking approaches for developing comprehensive methods to measure, analyze, and verify quantitative parameters where no approaches previously existed, or where approaches were previously inadequate for their intended purposes. This includes collaborating and working with stakeholders to maximize available resources and funding.</td>
<td>15</td>
</tr>
<tr>
<td>4</td>
<td>Extensive knowledge of California’s energy efficiency policies, avoided cost methodologies, and cost-effectiveness calculations.</td>
<td>15</td>
</tr>
</tbody>
</table>
**Contract Management Ability**

1. The Bidder has an effective strategy to perform the tasks in the Scope of Work, including management of the contract resulting from this RFP (i.e., a multi-year contract with multiple personnel).

2. The Bidder has experience managing contracts/projects similar to the contract that will result from this RFP.

3. The Bidder has experience in developing cost-effective methods for managing subcontractor assignments, including methods for ensuring timely submission of quality work, efficiently assigning tasks, and efficiently following up on tasks.

4. The Bidder has efficient methods to: (a) determine the budget status of each work area tasks and the contract; (b) prevent cost overruns; (c) determine if each work area task is on schedule; (d) determine that all deliverables have been submitted and accepted by ED; and (e) track the start, progress, and closure of each work area tasks.

5. The invoicing procedures that will be used for the contract are efficient and effective.

6. The Bidder can quickly verify charges before submitting them to the Commission for reimbursement, and can resolve any discrepancies found as a result of the verification.

7. The Bidder’s proposal demonstrates the ability to clearly define and manage the roles and responsibilities among the team members.

8. The Bidder’s demonstrates sufficient staff resources with necessary experience to perform tasks and meet workload on schedule.

   - Demonstrated ability to manage stakeholder engagement through collaborative processes in order to improve transparency, resolve challenges, and make the process more effective.

6  Response to Questions

   - References: Feedback from bidders' references. In addition to references submitted, staff can evaluate based on own experience and references.

7  Conflict of Interest: Potential for conflict of interest, other than disqualifying conflict of interest.

**Maximum Proposal Technical Score** 125

**Minimum Passing Score (70%)** 87.5
Part 2: Labor Rates Score

Average Loaded Hourly Rate (ALHR). The score for this criterion will be derived from the mathematical cost formula set forth below, which compares the average loaded hourly rate of all qualifying loaded hourly rates listed in the Bidder’s Cost Bid, with the average hourly rate of all hourly rates listed in the Lowest Bidder’s cost bid.

The Qualifying Categories scored will include:
- Officer/Principle/Director level/Manager level
- Senior Analyst/Senior Engineer level
- Analyst/Engineer level

[Lowest Team ALHR] divided by [particular Bidder’s Team ALHR] and multiplied by [55].

BIDDER’S MAXIMUM TECHNICAL AND LABOR RATES SCORE 180

7.1.2 Scoring for Technical Proposal

Using this Scoring Scale, the Evaluation Committee will give a score for each criterion described in the Evaluation Criteria Worksheet above.

<table>
<thead>
<tr>
<th>Interpretation</th>
<th>% of Possible Points</th>
<th>Explanation for Percentage Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Superior</td>
<td>100%</td>
<td>All aspects of the criterion are comprehensively addressed. The proposal has significant strengths, <strong>no notable weaknesses</strong>, and leaves no doubt regarding the applicant’s capability to perform.</td>
</tr>
<tr>
<td></td>
<td>90%</td>
<td>All aspects of the criterion are comprehensively addressed. The proposal has significant strengths and no more than a few minor weaknesses that are easily correctable, where <strong>the number and level of significance of the strengths far outweigh those aspects of the weaknesses</strong>. The application leaves no doubt regarding the applicant’s capability to perform.</td>
</tr>
<tr>
<td>Good</td>
<td>80%</td>
<td>All aspects of the criterion are addressed. The proposal has strengths and no more than a few minor weaknesses that are easily correctable, where <strong>the number and level of significance of the strengths outweigh those aspects of the weaknesses</strong>. The proposal demonstrated the applicant’s capability to perform.</td>
</tr>
<tr>
<td>Interpretation</td>
<td>% of Possible Points</td>
<td>Explanation for Percentage Points</td>
</tr>
<tr>
<td>------------------</td>
<td>----------------------</td>
<td>--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>70%</strong> All aspects of the criterion are addressed. The proposal has <strong>minor strengths only</strong> and may contain several minor weaknesses that are correctable. The proposal leaves little doubt regarding the applicant’s capability to perform.</td>
</tr>
<tr>
<td>Satisfactory</td>
<td></td>
<td><strong>60%</strong> All aspects of the criterion are addressed to some degree. The proposal had several minor weaknesses that are correctable, but no significant weaknesses. <strong>The number and level of significance of the strengths slightly outweigh those aspects of the weaknesses.</strong> Scoring within the Satisfactory rating depends on the relative degree to which the strengths outweigh the weaknesses or vice versa. The proposal demonstrates a reasonable likelihood of the applicant’s capability to perform.</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>50%</strong></td>
</tr>
<tr>
<td>Marginal</td>
<td></td>
<td><strong>40%</strong> Some aspects of the criterion are not adequately addressed. The proposal has many minor weaknesses and possibly one or more significant weaknesses, where <strong>the number and level of significance of the weaknesses outweigh those aspects of the strengths.</strong> Scoring within the Marginal rating depends on the relative degree to which the weaknesses outweigh the strengths. The application leaves doubt regarding the applicant’s capability to perform.</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>30%</strong></td>
</tr>
<tr>
<td>Unsatisfactory</td>
<td></td>
<td><strong>20%</strong> Most aspects of the criterion are not adequately addressed. The proposal has <strong>several significant weaknesses</strong>, and correcting these weaknesses would require a major revision to the application. The application fails to demonstrate the applicant's capability to perform.</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>10%</strong></td>
</tr>
<tr>
<td>Deficient</td>
<td></td>
<td><strong>0%</strong> The proposal is non-responsive with regard to the criterion or did not address the criterion at all.</td>
</tr>
</tbody>
</table>

**LABOR RATES SCORING CALCULATIONS**

**i. Formula for calculation of the weighted average loaded hourly rate score (Part 2 Criterion 1 above)**

The method for evaluating the fully loaded hourly rate is based on the average fully loaded hourly rate for each of the categories:

- Officer/Principle/Director level/Manager level- one project director, and no more than one manager in each of the work areas specified in this RFP.
- Senior Analyst/Senior Engineer level- 15 years or more of relevant professional consulting experience.
- Analyst/Engineer level- less than 15 year of relevant professional consulting experience.

*Note: Staff under senior analyst/senior engineer or analyst/engineer categories with doctorate degree in a related field will be credited with 4 years of professional experience. Staff with master’s degree in a related field will be credited with one year of professional experience.*

The fully loaded hourly rates in each of the three above categories will be averaged and weighted by a factor as follow
• Officer/Principle/Director level/Manager level- multiply by 0.30
• Senior Analyst/Senior Engineer level- multiply by 0.35.
• Analyst/Engineer level- multiply by 0.35

“Lowest Rate” is defined as the Bidder with the lowest weighted loaded hourly rates for all prime contractor and all subcontractor personnel.

<table>
<thead>
<tr>
<th>Bidder 1</th>
<th>Average $/hr</th>
<th>Weighing Factor</th>
<th>Weighted Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Officer/Principle/Director</td>
<td>245</td>
<td>0.3</td>
<td>73.5</td>
</tr>
<tr>
<td>level/Manager</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Analyst/Senior</td>
<td>180</td>
<td>0.35</td>
<td>63</td>
</tr>
<tr>
<td>Engineer level</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Analyst/Engineer level</td>
<td>120</td>
<td>0.35</td>
<td>42</td>
</tr>
</tbody>
</table>

Total Average Hourly Rate

178.5

<table>
<thead>
<tr>
<th>Bidder 2</th>
<th>Average $/hr</th>
<th>Weighing Factor</th>
<th>Weighted Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Officer/Principle/Director</td>
<td>180</td>
<td>0.3</td>
<td>54</td>
</tr>
<tr>
<td>level/Manager</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Senior Analyst/Senior</td>
<td>140</td>
<td>0.35</td>
<td>49</td>
</tr>
<tr>
<td>Engineer level</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Analyst/Engineer level</td>
<td>125</td>
<td>0.35</td>
<td>43.75</td>
</tr>
</tbody>
</table>

Total Average Hourly Rate

146.75

ii. The Formula for calculating the Points Awarded for Part 2 Criterion 1 above is as follows:

a. Calculate Weighted Average Loaded Hourly Rate
For each Bidder, calculate the weighted average fully loaded hourly rate for each contractor team as described in above.

b. Create Percentage
Then we compare rates of all the Bidders, by creating a percentage of the Bidder’s rate, compared to the lowest Bidder’s rate. The lowest Bidder will receive 100 percent of possible points:

(Lowest Bidder’s Weighted Average Loaded Hourly Rate divided by Bidder’s Weighted Average Loaded Hourly Rate) = Bidder’s Percentage of Points

c. Apply Possible Points
Finally, we multiply the Bidder’s Percentage of Points by the number of possible points: Bidder’s Percentage of Points X Possible Points = Points Awarded (taken out 1 decimal place only).

Following is an example of Rate Scoring Calculation, using the below examples:
Weighted Average Loaded Hourly Rates: Bidder #1 = $104, Bidder #2 = $112, Bidder #3=$122

<table>
<thead>
<tr>
<th>Bidder #1</th>
<th>Bidder #2</th>
<th>Bidder #3</th>
</tr>
</thead>
<tbody>
<tr>
<td>104 divided by 104 = 100%</td>
<td>104 divided by 112 = 93%</td>
<td>104 divided by 122 = 85%</td>
</tr>
<tr>
<td>Possible Points</td>
<td>Percentage of Points</td>
<td>Points Awarded</td>
</tr>
<tr>
<td>55</td>
<td>100%</td>
<td>55</td>
</tr>
</tbody>
</table>

7.1.3 Total Score (Proposal Technical Score + Weighted Hourly Rate Score)
Final evaluation scores consist of the scores given from Proposal Technical and Weighted Average Fully Loaded Hourly Rate scores, plus adjustments for the DVBE Incentive described in RFP Section 8.1.4 and the Small Business Preference Program described in RFP Section 8.2.1 Small Business Preference.

7.1.4 Adjustment for DVBE Incentive
DVBE participation has two criteria: 1) a mandatory DVBE participation of 3%, and 2) an incentive for DVBE participation up to 5%, as described in RFP Section 8.1.4 DVBE Incentive Program.

<table>
<thead>
<tr>
<th>Confirmed DVBE participation of:</th>
<th>DVBE Incentive Percentage:</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.00% and above</td>
<td>5%</td>
</tr>
<tr>
<td>4.00% to 4.99%</td>
<td>4%</td>
</tr>
<tr>
<td>3.00% to 3.99%</td>
<td>3%</td>
</tr>
<tr>
<td>0.00% to 2.99%</td>
<td>Non-Compliant (Failure of Bid)</td>
</tr>
</tbody>
</table>

The award of DVBE incentive points cannot be used to achieve any applicable minimum point requirements. Additionally, the application of DVBE incentive points may not displace an award to a DGS certified Small Business. However, a firm that receives a 5% non-small business subcontractor preference (per RFP Section 9.2.1) is not a certified Small Business, and may be displaced by the application of the DVBE incentive.

The DVBE incentive is applied to the Unadjusted Total Score and is computed based on the Maximum Possible Unadjusted Total Score.

DVBE Incentive Application and Computation Example:
The DVBE incentive points are added, for evaluation purposes only, to the Unadjusted Total Score. Continuing the above example, Bidder A committed at least 3% of contract resources for DVBE participation, Bidders B committed 4%, and Bidder C committed at least 5% of contract resources for DVBE participation.

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Maximum Possible Unadjusted Total Score</th>
<th>DVBE Incentive</th>
<th>DVBE Incentive points Awarded</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>180</td>
<td>3%</td>
<td>5.4</td>
</tr>
<tr>
<td>B</td>
<td>180</td>
<td>4%</td>
<td>7.2</td>
</tr>
<tr>
<td>C</td>
<td>180</td>
<td>5%</td>
<td>9</td>
</tr>
</tbody>
</table>

7.1.5 Adjustment for Small Business Preference Program

Final evaluation scores consist of the scores given from in Phase I, plus adjustments for the Small Business Preference Program described in RFP Section 8.2.1 Small Business Preference.

Example of Total Points Awarded with Small Business Preference Program Adjustments

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

The Small Business Preference Program adjustment is determined for each Bidder as follows:

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Unadjusted Total Score</th>
<th>Small Business Preference at 5%</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>148.6</td>
<td>7.43</td>
</tr>
<tr>
<td>B</td>
<td>148.4</td>
<td>0</td>
</tr>
<tr>
<td>C</td>
<td>157</td>
<td>0</td>
</tr>
</tbody>
</table>

The Small Business preference points are 5% of the highest responsive, responsible bidder’s Total Unadjusted Score. In this example Bidder A is awarded 5% Small Business Preference points of Bidder C’s total awarded points (5% x 175 = 8.75)

7.1.6 Adjustment for TACPA, LAMBRA, and EZA Preference Programs

The following preferences will be granted for this solicitation. Bidders wishing to take advantage of these preferences will need to review the websites stated below and submit the appropriate response with their Bid.

Target Area Contract Preference Act (TACPA)

The Target Area Contract Preference Act (Government Code Section 4530 et seq.) provides five percent (5%) preference points to California-based companies that perform state contract work in a distressed area. Bidders should review the information located at http://www.documents.dgs.ca.gov/pd/poliproc/tacpapage.pdf to determine if they qualify for this preference.
Enterprise Zone Act (EZA)

The Enterprise Zone Act (Government Code Section 7070, et seq.) provides preference points as an incentive for business and job development in distressed and declining areas of the State. Bidders should review the information located at http://www.documents.dgs.ca.gov/pd/poliproc/ezapage.pdf to determine if they qualify for this incentive.

Local Agency Military Base Recovery Act (LAMBRA)

The Local Agency Military Base Recovery Act (Government Code Section 7118, et seq.) provides five percent (5%) preference points to California-based companies that perform State contract work in the LAMBRA. Bidders should review the information located at http://www.documents.dgs.ca.gov/pd/poliproc/lambrapage.pdf to determine if they qualify for this preference.

The TACPA, EZA, and LAMBRA preferences only apply to California based firms that demonstrate and certify under penalty of perjury that at least 50% of the total labor hours for manufactured goods or 90% of the total labor hours for services will be performed in distressed areas. The maximum preference that can be given for any bid may not exceed 9% up to $50,000.00.

Bidders wishing to take advantage of these preferences are required to submit the following applications/forms available on the above websites with their Bid:

- TACPA (Std. 830) and/or EZA (Std. 831) and or LAMBRA (Std. 832)
- Bidder’s Summary of Contract Activities and Labor Hours (DGS/PD 526)

If you have further questions or need additional information on this matter, please contact TACPA/EZA/LAMBRA Preference Program Group at (916) 375-4609.

Example of Adjustments for TACPA, LAMBRA, and EZA Preference Programs: For example, consider there are three remaining compliant bidders, A, B, and C. The total bid cost of Bidder A is $350,000 Bidder B is $550,000, and Bidder C is $250,000. If Bidder B has successfully claimed the maximum allowable preference for TACPA, LAMBRA, and EZA combined, then Bidder B’s evaluated costs will be reduced by $37,500 ($250,000 x 15% = $37,500) to a new total for evaluation purposes only of $512,500. However, even with the preference adjustment, Bidder C still has the lowest total bid cost at $250,000 and therefore Bidder C is awarded 100% of the total possible 10 points available for cost evaluation, while Bidders A and B are awarded less cost points, as depicted in the table below.

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Total Cost Bid (in thousands)</th>
<th>Ratio of lowest cost to Bidder’s Cost (in thousands)</th>
<th>Percent Earned</th>
<th>Total possible points</th>
<th>Total awarded cost points</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>$350</td>
<td>$250/$350</td>
<td>= 7% x</td>
<td>5</td>
<td>= 3.6</td>
</tr>
<tr>
<td>B</td>
<td>$512.5</td>
<td>$250/$512.5</td>
<td>= 49% x</td>
<td>5</td>
<td>= 2.4</td>
</tr>
<tr>
<td>C</td>
<td>$250</td>
<td>$250/$250</td>
<td>= 100% x</td>
<td>5</td>
<td>= 5</td>
</tr>
</tbody>
</table>
7.1.7 Scoring Summary Table:

The below table represents a cumulative example scoring exercise. In this example scenario for Small Business Incentive, Bidder A is awarded 40 points, while Bidder B and Bidder C each received zero points.

<table>
<thead>
<tr>
<th>Evaluation Process Step</th>
<th>Bidder A</th>
<th>Bidder B</th>
<th>Bidder C</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Part 1 – Proposal Technical (125 max.)</td>
<td>90</td>
<td>95</td>
<td>105</td>
</tr>
<tr>
<td>2 Part 2 - Hourly Rate (55 max.)</td>
<td>55</td>
<td>51</td>
<td>47</td>
</tr>
<tr>
<td>3 Total Proposal and Rate Score</td>
<td>145</td>
<td>146</td>
<td>152</td>
</tr>
<tr>
<td>4 Bid Value</td>
<td>$350,000</td>
<td>$550,000</td>
<td>$250,000</td>
</tr>
<tr>
<td>5 Preference (LAMBRA, TACPA, EZA)</td>
<td>$0.00</td>
<td>($37,500.00)</td>
<td>$0.00</td>
</tr>
<tr>
<td>6 Subtotal Cost</td>
<td>$350,000</td>
<td>$512,500</td>
<td>$250,000</td>
</tr>
<tr>
<td>7 Preference (LAMBRA, TACPA, EZA) Points (5 max.)</td>
<td>3.6</td>
<td>2.4</td>
<td>5</td>
</tr>
<tr>
<td>8 Unadjusted Total Score</td>
<td>148.6</td>
<td>148.4</td>
<td>157</td>
</tr>
<tr>
<td>9 DVBE Incentive</td>
<td>5.4</td>
<td>7.2</td>
<td>9</td>
</tr>
<tr>
<td>10 Small Business Incentive</td>
<td>7.43</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>11 Total Score</td>
<td>161.43</td>
<td>155.6</td>
<td>166</td>
</tr>
</tbody>
</table>

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

7.2 Award and Protest

A Notice of Intent to Award will be posted in a public place at Commission headquarters Lobby, located at 505 Van Ness Avenue in San Francisco and on the website at http://www.cpuc.ca.gov/PUC/consulting/intenttoaward on the date indicated in the Key Action Dates for five at least five (5) business days prior to awarding the agreement. Notice will also be given on the Commission’s website, and will email a NOPA to all parties that submitted a proposal.

If you wish to protest an award, the CPUC will follow the Procedure for Protesting an Award pursuant to the State Contracting Manual (SCM), Chapter 6 at http://www.dgs.ca.gov/ols/Resources/StateContractManual.aspx

The written protest must be sent to:

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

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

Upon resolution of any protest(s) and award of the agreement, Contractor must complete and submit to the awarding agency the following documents:
1. Payee Data Record (STD 204) (see Attachment 11) – This document is to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at www.dgs.ca.gov/pd/Forms.aspx under the heading “Standard (STD) Forms.” No payment shall be made unless a completed STD 204 has been returned to the awarding agency.

2. Contractor Certification Clauses (CCC) – Contractor must sign and submit to the awarding agency, page one (1) of the Contractor Certification Clauses (CCC), which can be found in Attachment 10 and on the Internet at www.dgs.ca.gov.

3. Standard Agreement (see Attachment 12) – The CPUC’s Contracts Office will send the following documents to the Contractor for review and signature; the contract must have the Department of General Services/Office of Legal Services approval before any work can commence. The standard agreement (STD 213) shall include all of the following exhibits as shown in the sample contract in this RFP:

   i. Standard Agreement – STD 213
   ii. Exhibit A – Scope of Work
   iii. Exhibit B – Budget Detail and Payment Provisions
   iv. Exhibit C – General Terms and Conditions
   v. Exhibit D – Special Terms and Conditions
   vi. Exhibit E – Additional Provisions

7.3 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.

7.4 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 will be rejected.

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

8 DVBE Program Requirements and Preference Programs
California establishes statewide DVBE participation goals by statute based on an awarding agency’s overall contract dollars awarded. The CPUC has established that all Bidders are required to comply with the minimum three percent (3%) DVBE program participation requirements of this RFP.

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

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.

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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.

### 8.1 DVBE Program Requirements and Incentive Program

#### 8.1.1 General DVBE Requirements

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

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

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

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

The CPUC will follow the DVBE Incentive Program pursuant to the State Contracting Manual (SCM), Chapter 8.17 at http://www.dgs.ca.gov/ols/Resources/StateContractManual.aspx

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

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

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

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

---

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

⁴ See www.dgs.ca.gov/pd/Programs/OSDS/firmviolations.aspx regarding violations.
1. The total amount the prime contractor received under the contract.
2. The name and address of the DVBE(s) that participated in the performance of the contract.
3. The amount each DVBE received from the prime contractor.
4. That all payments under the contract have been made to the DVBE(s).
5. The actual percentage of DVBE participation that was achieved.

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

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

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

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

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

8.1.2 DVBE Participation Forms Required with the Bid

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

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

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


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 Proposal. Failure to provide the form(s) within the time frame specified by the State may cause your bid to be rejected.

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

8.1.3 Resources for Locating DVBEs

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

DGS OSDS Communications and Outreach Section:

www.dgs.ca.gov/pd/Programs/OSDS/CommunicationsOutreach.aspx
DGS DVBE and Small Business search engine (contracted to BidSync):

http://www.bidsync.com/DPXBisCASB

8.1.4 DVBE Incentive Program

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

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

The following are key elements of the DVBE Incentive Program:

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

b. The Incentive is calculated by multiplying the solicitation’s Maximum Possible Unadjusted Total Score by the level of DVBE participation (%) identified by the responding firm. This amount is then added to the firm’s total earned technical points. Computation is for evaluation purposes only and cannot be used to achieve any applicable minimum point requirements. (CCR 1896.99.100 (d)) Please refer to Section 7 of this RFP for an example of the DVBE Incentive application and computation.

c. Services or commodities provided by the DVBE firm must meet the definition of a “Commercially Useful Function” (CUF) as defined under Government Codes: 14837; 14838.6; 14839; 14842; 14842.5 and Military and Veterans Code 999 and 999.6. A DVBE firm not meeting CUF regulations will render the responding firm ineligible for the DVBE Incentive application.

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

<table>
<thead>
<tr>
<th>Confirmed DVBE participation of:</th>
<th>DVBE Incentive Percentage:</th>
</tr>
</thead>
<tbody>
<tr>
<td>5.00% and above</td>
<td>5%</td>
</tr>
<tr>
<td>4.00% to 4.99%</td>
<td>4%</td>
</tr>
<tr>
<td>3.00% to 3.99%</td>
<td>3%</td>
</tr>
<tr>
<td>0.00% to 2.99%</td>
<td>Non-Compliant (Failure of Bid)</td>
</tr>
</tbody>
</table>
8.2 Preference Programs

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

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

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

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

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

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

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

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

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

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

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

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

5 Additional information regarding violations available at www.dgs.ca.gov/pd/Programs/OSDS/firmviolations.aspx
Small Business Preferences for Non-Small Businesses

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

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

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

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

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

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

8.2.2 TACPA, LAMBRA and EZA Preference Programs

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

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

6 See also RFP Section 9.3 Commercially Useful Function
Std. Form 830 and submit it with the Proposal. Refer to the following website link to obtain the appropriate form with instructions:


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

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

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

Local Area Military Base Recovery Act (LAMBRA)

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

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

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

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


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

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

Enterprise Zone Act (EZA)

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

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

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

Bidders desiring to claim this preference must submit a fully executed copy of Std. Form 831 and all necessary attachments with their 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:
A bidder that has claimed an EZA preference and is awarded the contract based on such preference(s) will be obligated to perform the contract in accordance with the Act.

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

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

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

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

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

The Cost Sheets must be submitted in a separate sealed envelope marked "Do Not Open – Costs for CPUC DEER and Ex Ante Regulatory Support – RFP 12PS5125."

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

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

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

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

<table>
<thead>
<tr>
<th>In-State Travel</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Lodging – For each 24-hour period</strong></td>
<td></td>
</tr>
<tr>
<td>Alameda, San Francisco, Santa Clara, and San Mateo Counties</td>
<td></td>
</tr>
<tr>
<td>(With receipt up to $140.00 plus tax)</td>
<td></td>
</tr>
<tr>
<td>(Without receipt $0.00)</td>
<td></td>
</tr>
<tr>
<td>Los Angeles and San Diego Counties</td>
<td></td>
</tr>
<tr>
<td>(With receipt up to $110.00 plus tax)</td>
<td></td>
</tr>
<tr>
<td>(Without receipt $0.00)</td>
<td></td>
</tr>
<tr>
<td>All other counties</td>
<td></td>
</tr>
<tr>
<td>(With receipt up to $84.00 plus tax)</td>
<td></td>
</tr>
<tr>
<td>(Without receipt $0.00)</td>
<td></td>
</tr>
<tr>
<td><strong>Meals and Incidentals</strong></td>
<td></td>
</tr>
<tr>
<td>Up to $6.00 for breakfast</td>
<td></td>
</tr>
<tr>
<td>Up to $10.00 for lunch</td>
<td></td>
</tr>
<tr>
<td>Up to $18.00 for dinner</td>
<td></td>
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<tr>
<td>Up to $6.00 for incidentals</td>
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<tr>
<td><strong>Mileage</strong></td>
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<tr>
<td>See the above web link.</td>
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<tr>
<td><strong>Out-of-State Travel</strong></td>
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<tr>
<td>With a lodging receipt</td>
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<tr>
<td>Actual cost of lodging plus meals and incidentals, based on in-state rates and policies</td>
<td></td>
</tr>
<tr>
<td>Without a lodging receipt</td>
<td></td>
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<tr>
<td>Meals and incidentals, based on in-state rates and policies</td>
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</tbody>
</table>

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ATTACHMENT 1 – PROPOSAL CHECKLIST
To assist Bidders and the CPUC in verifying the completeness of the bid, Bidder shall include this checklist with their proposal. Mark the box to indicate each item submitted.

General
☐ Bidder Business Information
☐ Organization Chart and Project Personnel
☐ Resume of Bidders and Proposed Team Members
☐ Statement Describing understanding and fulfillment of scope and tasks in this RFP
☐ Proposal in Response to the requirements in the RFP

RFP: Mandatory Attachments for All Bidders
☐ Proposal Checklist (see Attachment 1 - this document)
☐ Conflict of Interest Statement (see Attachment 2)
☐ Potential Conflict of Interest Statement
☐ Proposers References
☐ DVBE Declarations – STD 843 (see Attachment 4)
☐ Bidder Declaration – GSPD-05-105 (see Attachment 5)
☐ Bidder (Proposer) Certification Sheet (see Attachment 6)
☐ Contractor Certification Clauses – CCC 307 (see Attachment 10)
☐ Payee Data Record (STD 204) (if currently not on file) (see Attachment 11)

RFP: Required Attachments (If Preference Program is Applicable)
☐ Darfur Contracting Act Requirements (see Attachment 7) *See Note Page 45
☐ Small Business Affidavit (see Attachment 8)
☐ TACPA form and attachments (see RFP Section 8.2.2)
☐ EZA form and attachments (see RFP Section 8.2.2)
☐ LAMBRA Act form and attachments (see RFP Section 8.2.2)

Cost Data (BID ONLY)
☐ Cost Sheet (see Attachment 9)
  1. Enclose six (6) copies of the Total Bid Cost and the Cost Sheet, with one copy marked “Master Copy”, in a separately sealed envelope marked "Do Not Open – Database for Energy Efficiency Resources (DEER) and Ex Ante Regulatory Support– RFP 12PS5125."
  2. Include the sealed Cost Sheet envelope within the sealed bid package.
  3. Do not include the cost data that may be accessed outside the Cost Sheet envelope.
The following attachments and contract sample are required upon award:

**Contract Sample (For Information Only)**

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

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

*Note: DARFUR Contracting Act Certification (Attachment 7)*

PCC §§ 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal (see Attachment 7.)

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

**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 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 proposals. State terms and conditions not subject to change.
ATTACHMENT 2 – CONFLICT OF INTEREST STATEMENT

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

Current State Employees (Public Contract Code §10410):

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

Former State Employees (Public Contract Code §10411):

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

**Bidders also need to disclose information that is outlined in Section 6.5 of the RFP.**

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

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

Name of Bidder:  
Signed by:  
Printed name:  
Title:  
Date:  
ATTACHMENT 3 – PROPOSER REFERENCES

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

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

### REFERENCE 1

<table>
<thead>
<tr>
<th>Name of Firm:</th>
<th>Street Address:</th>
<th>City:</th>
<th>State:</th>
<th>Zip Code:</th>
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<tr>
<td>Telephone Number:</td>
<td>Email Address:</td>
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<tr>
<td>Dates of Service:</td>
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</table>

Description of Service Provided:

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</table>

Contact Person (Name and Title): 

Telephone Number: 

Email Address: 

Dates of Service: 

Description of Service Provided:

### REFERENCE 3

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<th>Name of Firm:</th>
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<tr>
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<td>Alternate Contact Person (Name and Title):</td>
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<td>Telephone Number:</td>
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<td>Dates of Service:</td>
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<td>Value or Cost of Service:</td>
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**Description of Service Provided:**

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<th>Zip Code:</th>
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<td>Contact Person (Name and Title):</td>
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<td>Alternate Contact Person (Name and Title):</td>
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<td>Value or Cost of Service:</td>
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**Description of Service Provided:**

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<td>Dates of Service:</td>
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<td>Value or Cost of Service:</td>
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**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 of 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 (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)
ATTACHMENT 5 – BIDDER DECLARATION (GSPD-05-105)

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

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

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

www.documents.dgs.ca.gov/pd/poliproc/MASTEr-BidDeclaar08-09.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):

<table>
<thead>
<tr>
<th>Subcontractor Name, Contact Person, Phone Number &amp; Fax Number</th>
<th>Subcontractor Address &amp; Email Address</th>
<th>CA Certification (MB, SB, NVSA, DVBE or None)</th>
<th>Work performed or goods provided for this contract</th>
<th>Corresponding % of bid price</th>
<th>Good Standing?</th>
<th>51% Rental?</th>
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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.

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

1b. Mark either “Yes” or “No” to identify whether subcontractors will be used for the contract. If the response is “No,” proceed to item #2. If “Yes,” enter on the line the distinct element of work contained in the contract to be performed or the goods to be provided by the prime bidder. Do not include goods or services to be provided by subcontractors.

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

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

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

1c. 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 eligible veteran owners has at least 51 percent ownership of the quantity and value of the materials, supplies, services, and 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 subcontractor will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the “Page ___ of ___” accordingly.

   2. (continued) Column Labels

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

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

   - CA Certification (MB, SB, NVSA, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on this website (www.eprocureps.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 1b above for code citations regarding the definition of commercially useful function.) If a certified subcontractor is ‘other 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
     - Possess valid State of California certification(s) if claiming MB, SB, NVSA, and/or DVBE status

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

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

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

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

Read the certification at the bottom of the page and complete the “Page ___ of ___” accordingly.
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):

<table>
<thead>
<tr>
<th>Subcontractor Name, Contact Person, Phone Number &amp; Fax Number</th>
<th>Subcontractor Address &amp; Email Address</th>
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</table>

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 (NVSA)
- Disabled Veteran Business Enterprise (DVBE)

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

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

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

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

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

(1) Declare whether the prime bidder is a broker or agent by marking either “Yes” or “No”. The Military and Veterans Code Section 999.2(b) defines “broker” or “agent” as a certified DVBE contractor or subcontractor that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more of the disabled veteran owners has at least 51 percent ownership of the quantity and value of the materials, supplies, services, and 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 subcontractor will be used, complete the table listing all subcontractors. If necessary, attach additional pages and complete the “Page ___ of ___” accordingly.

2. (continued) Column Labels

- Subcontractor Name, Contact Person, Phone Number & Fax Number—List each element for all subcontractors.
- Subcontractor Address & Email Address—Enter the address and if available, an Email address.
- CA Certification (MB, SB, NVSA, DVBE or None)—If the subcontractor possesses a current State of California certification(s), verify on this website (www.eprocure.pd.dgs.ca.gov).
- Work performed or goods provided for this contract—Identify the distinct element of work contained in the contract 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 ‘under 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 if 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
  - Is a corporation, the company is qualified to do business in California and designated by the State of California Secretary of State to be in good standing
  - Possesses valid State of California certification(s) if claiming MB, SB, NVSA, and/or DVBE status
- 51% Rental?—This pertains to the applicability of rental equipment. Based on the following parameters, enter either “N/A” (not applicable), “Yes” or “No” for each subcontractor listed.

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

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

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

Read the certification at the bottom of the page and complete the “Page ___ of ___” accordingly.
ATTACHMENT 6 – PROPOSAL/PROPOSER CERTIFICATION SHEET

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

Proposer’s Certification:

I hereby certify that:

1. Our all-inclusive cost proposal is submitted as detailed in the Cost Sheet in a separately sealed envelope marked "Do Not Open – Database for Energy Efficiency Resources (DEER) and Ex Ante Regulatory Support – RFP 12PS5125."
2. All required attachments are included with this certification sheet.
3. I have read and understand the California Disabled Veteran Business Enterprise (DVBE) Participation Program requirements and have included documentation demonstrating that I have met the participation goals.
4. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal (bid) document. The signature below authorizes the verification of this certification. See next page for instructions for completing this Proposal Certification Sheet.

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

<p>| | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Company Name</td>
<td>2. Telephone Number</td>
<td>2a. Fax Number</td>
</tr>
<tr>
<td>( )</td>
<td>( )</td>
<td></td>
</tr>
<tr>
<td>3. Address</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Indicate your organization type:</td>
<td>5. Partnership</td>
<td></td>
</tr>
<tr>
<td>4. Yes</td>
<td>6. Corporation</td>
<td></td>
</tr>
<tr>
<td>No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Indicate the applicable employee and/or corporation number:</td>
<td>8. California Corporation No.</td>
<td></td>
</tr>
<tr>
<td>7. Federal Employee ID No. (FEIN)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9. Indicate applicable license and/or certification information:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10. Proposer’s Name (Print)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Title</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12. Signature</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13. Date</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>a. California Small Business Enterprise Yes No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>b. Disabled Veteran Business Enterprise Yes No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>If yes, enter your service code below:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date application was submitted to OSBCR, if an application is pending:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

NOTE: A copy of your Certification is required to be included if either of the above items is checked “Yes”.

DEER – Secondary RFP

Attachment 6: Proposal/Proposer Certification Sheet

Page 61
Completion Instructions for Proposal/Proposer Certification Sheet

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

<table>
<thead>
<tr>
<th>Item Numbers</th>
<th>Instructions</th>
</tr>
</thead>
<tbody>
<tr>
<td>1, 2, 2a, 3</td>
<td>Must be completed. These items are self-explanatory.</td>
</tr>
<tr>
<td>4</td>
<td>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.</td>
</tr>
<tr>
<td>5</td>
<td>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.</td>
</tr>
<tr>
<td>6</td>
<td>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.</td>
</tr>
<tr>
<td>7</td>
<td>Enter your federal employee tax identification number.</td>
</tr>
<tr>
<td>8</td>
<td>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.</td>
</tr>
<tr>
<td>9</td>
<td>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.</td>
</tr>
<tr>
<td>10,11 12, 13,</td>
<td>Must be completed. These items are self-explanatory.</td>
</tr>
<tr>
<td>14</td>
<td>If certified as a California Small Business, place a check in the &quot;yes&quot; box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the &quot;Yes&quot; box and enter your service code on the line. If you are not certified to one or both, place a check in the &quot;No&quot; box. If your certification is pending, enter the date your application was submitted to OSBCR.</td>
</tr>
</tbody>
</table>
ATTACHMENT 7 – DARFUR CONTRACTING ACT CERTIFICATION
Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

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

OPTION #1 - CERTIFICATION
If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

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

<table>
<thead>
<tr>
<th>Company/Vendor Name (Printed)</th>
<th>Federal ID Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>By (Authorized Signature)</td>
<td></td>
</tr>
<tr>
<td>Printed Name and Title of Person Signing</td>
<td></td>
</tr>
<tr>
<td>Date Executed</td>
<td>Executed in the County and State of</td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Company/Vendor Name (Printed)</th>
<th>Federal ID Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Initials of Submitter</td>
<td></td>
</tr>
<tr>
<td>Printed Name and Title of Person Initialing</td>
<td></td>
</tr>
</tbody>
</table>

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

1. Are you claiming preference as a DGS certified Small Business?
   
   [ ] Yes  [ ] No

   If “Yes” submit your DGS Small Business certification number: _____

2. Are you a non-small business claiming small business preference by committing to at least 25% DGS certified Small Business subcontractor and/or supplier participation?
   
   [ ] Yes  [ ] No

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

   1) Subcontractor or supplier name

   2) Contact person

   3) Mailing address

   4) Phone number, fax number and email address

   5) DGS Small Business certification number

   6) Description of the work to be performed and/or products
ATTACHMENT 9 – COST PROPOSAL SHEET

Cost Proposal Sheet (Cost Sheet) Instruction

Bidders shall submit in hardcopy and electronic format their bids detailing their costs using the format as illustrated in the attached MS Excel file Cost Sheets. In the Cost Sheets, Bidders shall identify the following elements:

1. Names, position titles, years of related professional experience, 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. Bidders may add rows to the Cost Sheet, if necessary, and provide more detail in the Cost Proposal Sheet for the Commission’s evaluation purpose. Any invoiced items of the awarded bidder (or the Contractor), which are not included in the accepted Cost Sheet, will automatically be rejected and denied for invoice payment. If Bidders’ travel costs are on a reimbursement basis, travel cost reimbursement will be limited to the rates published by the Department of Personnel Administration (DPA) for State management (excluded) employees (see RFP Section 11 Travel Costs.) Bidders must be aware that they must abide by these rates to obtain reimbursement for travel costs.

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

According to Paragraph 6 “Changes in Time for Performance of Tasks” of Exhibit E, “Additional Provisions,” 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 Bid and Cost Sheets 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 DEER and Ex Ante Regulatory Support– RFP 12PS5125."
ATTACHMENT 10 – CONTRACTOR CERTIFICATION CLAUSES (CCC-307)

1. CERTIFICATION

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

<table>
<thead>
<tr>
<th>Contractor/Bidder Firm Name (Printed)</th>
<th>Federal ID Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>By (Authorized Signature)</td>
<td></td>
</tr>
<tr>
<td>Printed Name and Title of Person Signing</td>
<td></td>
</tr>
<tr>
<td>Date Executed</td>
<td>Executed in the County of</td>
</tr>
</tbody>
</table>

2. CONTRACTOR CERTIFICATION CLAUSES

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

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

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

b. Establish a Drug-Free Awareness Program to inform employees about:
   i. the dangers of drug abuse in the workplace;
   ii. the person's or organization's policy of maintaining a drug-free workplace;
   iii. any available counseling, rehabilitation and employee assistance programs; and,
   iv. penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:
   i. receive a copy of the company's drug-free workplace policy statement; and,
   ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.
Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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

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

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

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

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

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

3. **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

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

   a. **Current State Employees (Pub. Contract Code §10410):**
      i. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
      ii. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

   b. **Former State Employees (Pub. Contract Code §10411):**
      i. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
      ii. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

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

C. **AMERICANS WITH DISABILITIES ACT:** Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
D. **CONTRACTOR NAME CHANGE:** An amendment is required to change the Contractor’s name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

E. **CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:**

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

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

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

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

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

H. **PAYEE DATA RECORD FORM STD. 204:** This form must be completed by all contractors that are not another state agency or other governmental entity.
ATTACHMENT 11 – PAYEE DATA RECORD (STD 204)

STATE OF CALIFORNIA
DEPARTMENT OF FINANCE
PAYEE DATA RECORD

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

STD 204 (Rev. 8-2002)

INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement.

NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.

1. PAYEE’S LEGAL BUSINESS NAME (Type or Print)

2. SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.) E-MAIL ADDRESS

MAILING ADDRESS

CITY, STATE, ZIP CODE

BUSINESS ADDRESS

CITY, STATE, ZIP CODE

3. ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):

   □ PARTNERSHIP
   □ CORPORATION
   □ ESTATE OR TRUST
   □ MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.)
   □ LEGAL (e.g., attorney services)
   □ EXEMPT (nonprofit)
   □ ALL OTHERS

   □ INDIVIDUAL OR SOLE PROPRIETOR

   ENTER SOCIAL SECURITY NUMBER:

   (SSN required by authority of California Revenue and Tax Code Section 18546)

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

4. PAYEE RESIDENCY STATUS

   □ California resident - Qualified to do business in California or maintains a permanent place of business in California.
   □ California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding.
     - No services performed in California.
     - Copy of Franchise Tax Board waiver of State withholding attached.

5. I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.

   AUTHORIZED PAYEE REPRESENTATIVE’S NAME (Type or Print)

   SIGNATURE DATE TELEPHONE

6. Please return completed form to:

   Department/Office:
   Unit/Section:
   Mailing Address:
   City/State/Zip:
   Telephone: Fax:
   E-mail Address:
### Requirement to Complete Payee Data Record, STD. 204

A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.

Payees who do not wish to complete the STD. 204 may elect to not do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.

#### 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.

#### 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 payments from the State provide their Taxpayer Identification Number (TN). The TN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).

The TN 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).

#### Are you a California resident or nonresident?

A corporation will be defined as a “resident” if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.

A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.

For individuals and sole proprietors, the term “resident” includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are $1,500 or less for the calendar year.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

- Withholding Services and Compliance Section: 1-888-792-4900
- E-mail address: wacs-gen@ftb.ca.gov
- For hearing impaired with TDD, call: 1-800-822-6268
- Website: www.ftb.ca.gov

#### Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.

#### This section must be completed by the State agency requesting the STD. 204.

### Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-573) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to $20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.

All questions should be referred to the requesting State agency listed on the bottom front of this form.
ATTACHMENT 12 – SAMPLE STANDARD AGREEMENT

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

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

STATE AGENCY’S NAME
California Public Utilities Commission

CONTRACTOR’S NAME

2. The term of this Agreement is:

3. The maximum amount $ of this Agreement is:

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

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/StandardLanguage

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

<table>
<thead>
<tr>
<th>CONTRACTOR</th>
<th>California Department of General Services Use Only</th>
</tr>
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<tbody>
<tr>
<td>CONCTRACTOR’S NAME (if other than an individual, state whether a corporation,</td>
<td>California Department of General Services Use Only</td>
</tr>
<tr>
<td>BY (Authorized Signature)</td>
<td>DATE SIGNED(Do not type)</td>
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<tr>
<td>PRINTED NAME AND TITLE OF PERSON SIGNING</td>
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<td>ADDRESS</td>
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</tbody>
</table>

| STATE OF CALIFORNIA | |
| AGENCY NAME California Public Utilities Commission | |
| BY (Authorized Signature) | DATE SIGNED(Do not type) |
| PRINTED NAME AND TITLE OF PERSON SIGNING | |
| ADDRESS | |
| 505 Van Ness Avenue San Francisco, CA 94102 | |

DEER – Secondary RFP Attachment 12: Sample Contract Page 72
EXHIBIT A

SCOPE OF WORK

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

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

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

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

<table>
<thead>
<tr>
<th>State Agency:</th>
<th>Contractor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name:</td>
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<td>Phone:</td>
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<td>E-mail:</td>
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<td>Fax:</td>
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Direct all inquiries to:

<table>
<thead>
<tr>
<th>State Agency Public Utilities Commission</th>
<th>Contractor:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Section/Unit: Contracts Office</td>
<td>Section/Unit:</td>
</tr>
<tr>
<td>Attention:</td>
<td>Attention:</td>
</tr>
<tr>
<td>Address: 505 Van Ness Ave, 2nd Floor</td>
<td>Address:</td>
</tr>
<tr>
<td>San Francisco, CA 94102</td>
<td></td>
</tr>
<tr>
<td>Phone:</td>
<td>Phone:</td>
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<td>E-mail:</td>
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</tbody>
</table>

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

   A. **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 Exhibit B – Rate Schedule.

   B. **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 Exhibit B. 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, 2nd Floor  
      505 Van Ness Ave.  
      San Francisco, CA 94102  

      **ATTENTION:**

      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.

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.
GENERAL TERMS AND CONDITIONS

The General Terms and Conditions will be included in the agreement both by reference to Internet site:
http://www.documents.dgs.ca.gov/ols/GTC-610.doc and is attached hereto and made part of the agreement.

The contract will adhere to General Terms and Conditions – GTC 610 and is not subject to change.

GENERAL TERMS AND CONDITIONS

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

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

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

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

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

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

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

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

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

20. LOSS LEADER:

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

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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.

5. **DVBE SB548 – Replacement of Disabled Veteran Business Enterprise Subcontractors**

   Contractor understands and agrees that should award of this contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per military and Veterans Code 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (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 State, and
ADDITIONAL PROVISIONS

1. **Consultant - Staff Expenses**

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

2. **Subcontracts**

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

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

3. **Relationship with Contractor and Subcontractor**

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

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

4. **Commission Staff**

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

5. **Use of State Personnel**

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

penalties as outlined in M&VC § 999.9; Public Contract Code (PCC) § 10115.10, or PCC § 4110 (applies to public works only).
6. **Changes in Time for Performance of Tasks**

The time for performance of tasks and items within the budget, but not the total contract price, may be changed by written approval of the Commission’s Project Manager. However, the date for completion, the total contract price, and scope, as well as, all other terms may be altered only by formal amendment of this contract.

7. **Change of Personnel**

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

8. **Ownership of Data**

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

9. **Confidentiality of Data/Nondisclosure Agreement**

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

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

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

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

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

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

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

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

**LEGAL NOTICE**

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

10. **Termination-Bankruptcy**

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

11. **Termination at State’s Option**

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

12. **Termination in Event of Breach**

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

13. **Waiver**

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

14. **Gratuities**

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

the facts upon which either the Commission or the Executive Director makes such findings may be reviewed in any competent court.

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

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

15. **Conflict of Interest**

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

16. **Agreement is Complete**

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

17. **Captions**

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

18. **Force Majeure**

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance 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.