CDT OSTP Request For Proposal

Request For Proposal (RFP)

23NS0710

PART 1 – BIDDER INSTRUCTIONS

FOR

CAC Equipment Processing Center (EPC)

May 22, 2026

Issued by:

STATE OF CALIFORNIA

California Public Utilities Commission

Part 1 of the solicitation contains the Bidder and bidding instructions, proposal form instructions, solution requirements and instructions, and all other instructional/compliance information that the Bidder must meet in order to be considered responsive to the solicitation.

Part 2 of the solicitation contains all forms a Bidder must complete and return with its proposal, including the Statement of Work (SOW), administrative forms, qualification forms, requirement responses, and all exhibits/attachments discussed in Part 1.

Disclaimer: The original version and any subsequent solicitation addenda released by the Procurement Officer of this solicitation remain the official version. In the event of any

inconsistency between the Bidder's versions, articles, attachments, specifications, or provisions, the official State version of the solicitation in its entirety shall take precedence.

TABLE OF CONTENTS

1. INTRODUCTION 11
1.1. Purpose of RFP 11
1.2. Background 11
1.3. Term of Contract 15
1.4. Current and Proposed Environments 15
1.4.1. Current Environment 15
1.4.2. Proposed Environment 16
1.5. AMERICANS WITH DISABILITIES ACT (ADA) 17
2. BIDDING INSTRUCTIONS 18
2.1. BIDDER ADMONISHMENT 18
2.2. COMMUNICATIONS AND CONTACTS 18
2.2.1. PROCUREMENT OFFICER 18
2.2.2. QUESTIONS REGARDING THE SOLICITATION DOCUMENT 19
2.2.3. INTENT TO BID 20
2.2.4. REQUEST INVITATION TO STATE'S FILE-SHARING SITE 20
2.3. KEY ACTION DATES 21
2.4. RULES GOVERNING COMPETITION 22
2.4.1. IDENTIFICATION AND CLASSIFICATION OF SOLICITATION REQUIREMENTS 22
2.4.2. SOLICITATION DOCUMENTS 23
2.4.3. EXAMINATION OF THE WORK 23
2.4.4. EXCLUSION FOR CONFLICT OF INTEREST 23
2.4.5. CONFIDENTIALITY 24
2.4.6. ADDENDA 24
2.4.7. COST FOR DEVELOPING PROPOSAL 25
2.4.8. IRREVOCABLE OFFER 25
2.4.9. FALSE OR MISLEADING STATEMENTS 25
2.5. BIDDING STEPS 25
2.5.1. FINAL PHASE 25
2.5.2. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF

PROPOSALS 26
2.5.3. DISPOSITION OF PROPOSALS 26
3. PROPOSAL REQUIREMENTS 26
3.1. PREQUALIFICATION REQUIREMENTS 27
3.1.1. ELECTRONIC VENDOR APPLICATION OF QUALIFICATIONS (EVAQ)(M) 27
3.1.1.1. INCORPORATION OF EVAQ REQUIREMENTS 28
3.2. ADMINISTRATIVE REQUIREMENTS 28
3.2.1. COVER LETTER (M) 28
3.2.2. ADMINISTRATIVE REQUIREMENTS DOCUMENT (M) 29
3.2.3. CONFIDENTIALITY STATEMENT (M) 29
3.2.4. ABILITY TO PERFORM 29
3.2.5. PRIMARY BIDDER 29
3.2.6. SUBCONTRACTORS 30
3.2.6.1. BIDDER DECLARATION FORM (M) 31
3.2.7. AMENDMENT 31
3.2.8. FINANCIAL RESPONSIBILITY INFORMATION 31
3.2.9. GENERAL PROVISIONS 31
3.2.10. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) DISCLOSURE (M) 32
3.2.11. STATEMENT OF WORK 32
3.2.11.1. INSURANCE COVERAGE 32
3.2.12. PRODUCTIVE USE REQUIREMENTS 33
3.2.12.1. CUSTOMER IN-USE 33
3.2.12.2. HARDWARE/EQUIPMENT 34
3.2.13. SOCIOECONOMIC PROGRAMS 34
3.2.13.1. BIDDER'S PREFERENCE AND INCENTIVE DECLARATION (M) 35
3.2.13.2. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM (M) 35
3.2.13.2.1. DVBE PARTICIPATION REQUIREMENT (M) 35

3.2.13.2.2. DVBE INCENTIVE (O) 36
3.2.13.3. Small Business (SB) Program 36
3.2.13.3.1. SB Participation Requirement (M) 36
3.2.13.3.2. SMALL BUSINESS PREFERENCE (O) 37
3.2.13.4. NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCE (O) 37
3.2.13.5. COMMERCIALLY USEFUL FUNCTION (M) 38
3.2.13.6. TARGET AREA CONTRACT PREFERENCE ACT (TACPA) (O) 38
3.3. QUALIFICATION REQUIREMENTS 39
3.3.1. BIDDER QUALIFICATIONS (M) 39
3.3.2. BIDDER REFERENCES (M) 40
3.3.3. KEY STAFF QUALIFICATIONS (MS) 41
3.3.3.1. FULL-TIME/PART-TIME MONTH EQUIVALENTS DEFINITION 42
3.3.4. KEY STAFF REFERENCES (M) 43
3.4. SOLUTION REQUIREMENTS 44
3.4.1. DELIVERABLES AND MILESTONES TABLE (M)(MO) 44
3.4.2. NARRATIVE REQUIREMENTS (MS) 44
3.5. SITE VISIT 45
4. COST 45
4.1. COST WORKBOOK (MS) 45
4.2. COST WORKBOOK INSTRUCTIONS 46
4.3. SALES TAX 47
5. PROPOSAL/BID FORMAT AND SUBMISSION REQUIREMENTS 47
5.1. PREPARATION 47
5.2. COMPLETION OF PROPOSALS 48
5.3. DELIVERY OF SUBMITTALS 48
5.4. PROPOSAL CONTENT AND STRUCTURE 49
5.4.1. VOLUME 1: RESPONSE TO ADMINISTRATIVE AND TECHNICAL REQUIREMENTS 50

5.4.2. VOLUME 2: COST 51
6. EVALUATION 51
6.1. EVALUATION TEAM 51
6.2. PROPOSAL EVALUATION 52
6.2.1. VALIDATION AGAINST REQUIREMENTS 53
6.2.2. ERRORS IN THE PROPOSAL 54
6.2.2.1. BIDDER RESPONSE CLARIFICATION 55
6.2.3. ADMINISTRATIVE REQUIREMENTS EVALUATION 55
6.2.4. QUALIFICATION EVALUATION 55
6.2.4.1. BIDDER QUALIFICATIONS EVALUATION 55
6.2.4.2. BIDDER REFERENCES EVALUATION 56
6.2.4.3. KEY STAFF QUALIFICATIONS EVALUATION 57
6.2.4.4. KEY STAFF REFERENCES EVALUATION 57
6.2.5. SOLUTION REQUIREMENTS EVALUATION 58
6.2.5.1. DELIVERABLES AND MILESTONES EVALUATION 59
6.2.5.2. NARRATIVE RESPONSE(S) EVALUATION 59
6.2.6. COST EVALUATION 61
6.2.6.1. COST SCORE CALCULATION 62
6.2.7. SOCIOECONOMIC PROGRAMS EVALUATION 63
6.2.7.1. DVBE INCENTIVE EVALUATION 63
6.2.7.2. SMALL BUSINESS PREFERENCE EVALUATION 64
6.2.7.3. TACPA PREFERENCE EVALUATION 65
6.2.8. BIDDER FINAL SCORE CALCULATION 66
6.2.9. PROPOSAL RANK DETERMINATION 66
7. NEGOTIATIONS 68
7.1. PROCEEDING TO NEGOTIATIONS 69
7.2. NEGOTIATION INVITATION 69
7.3. BEST AND FINAL OFFER SUBMISSION (BAFO) 70
7.4. EVALUATION OF BAFO SUBMISSION 70
8. CONTRACT AWARD 70
9. DEBRIEFING 70

10. PROTESTS 71
ATTACHMENT 1: TEMPLATE FOR QUESTION SUBMITTAL/REQUEST FOR CHANGES 72
ATTACHMENT 2: Intent to Bid 74
ATTACHMENT 3: FOLLOW-ON CONTRACT DISCLOSURE FORM 76
1. Background Information 76
2. Contract Disclosure 76
ATTACHMENT 4: COVER LETTER FORM 78
ATTACHMENT 5: RESPONSE TO ADMINISTRATIVE REQUIREMENTS FORM 80
ATTACHMENT 6: CONFIDENTIALITY STATEMENT FORM 82
ATTACHMENT 7: BIDDER DECLARATION GSPD 05-105 84
ATTACHMENT 8: BIDDING PREFERENCES AND INCENTIVES 85
ATTACHMENT 9: DVBE DECLARATIONS 87
ATTACHMENT 10: COMMERCIALLY USEFUL FUNCTION (CUF) CERTIFICATION 88
ATTACHMENT 11: TACPA PREFERENCE REQUEST FORMS 90
ATTACHMENT 12: BIDDER QUALIFICATIONS FORM - INSTRUCTIONS 91
ATTACHMENT 13: BIDDER QUALIFICATIONS FORM 93
ATTACHMENT 14: BIDDER REFERENCE FORM 99
ATTACHMENT 15: KEY STAFF QUALIFICATIONS FORM – INSTRUCTIONS 102
ATTACHMENT 15.1: Program Director - QUALIFICATIONS FORM 105
ATTACHMENT 15.2: Program Director - REFERENCE FORM 112
ATTACHMENT 15.3: Transition Director - QUALIFICATIONS FORM 115
ATTACHMENT 15.4: Transition Director - REFERENCE FORM 122
ATTACHMENT 15.5: Project Manager - QUALIFICATIONS FORM 125
ATTACHMENT 15.6: Project Manager - REFERENCE FORM 133
ATTACHMENT 15.7: Contact Center Manager - QUALIFICATIONS FORM 136
ATTACHMENT 15.8: Contact Center Manager - REFERENCE FORM 141
ATTACHMENT 15.9: Warehouse Manager - QUALIFICATIONS FORM 144
ATTACHMENT 15.10: Warehouse Manager - REFERENCE FORM 150
ATTACHMENT 15.11: Training Manager - QUALIFICATIONS FORM 153

ATTACHMENT 15.12: Training Manager - REFERENCE FORM 163
ATTACHMENT 16: NARRATIVE RESPONSE 166
ATTACHMENT 17: KEY STAFF REPLACEMENT FORM 168
ATTACHMENT 18: DELIVERABLE EXPECTATION DOCUMENT 170
ATTACHMENT 19: DELIVERABLE ACCEPTANCE DOCUMENT 172
ATTACHMENT 20: Contractor's Invoice Format - Template 173
ATTACHMENT 21: Acceptable Use of Security 175
ATTACHMENT 22: GLOSSARY OF TERMS 177
EXHIBIT A: STATEMENT OF WORK 185
1. Introduction 186
1.1. Background and Purpose 186
2. Description of Proposed New System or Service 189
3. Term of Contract 189
4. Amendment 190
5. Location and Availability 190
6. Site Visit 192
7. Contract Representatives 192
8. Solution Requirements 193
9. State Data Center or Contractor Hosted Facility Environment 193
10. State’s Roles and Responsibilities 193
11. Contractor’s Roles and Responsibilities 194
11.1. Printing & Document Management Information 211
12. Key Staff Requirements and Qualifications 213
13. Key Staff Changes 226
14. Escalation Process 228
15. Corrective Action 228
15.1. Cure Notice 229
16. Contractor Deliverables 229
16.1. Deliverable Acceptance Document 238
16.2. Deliverable Rejection & Acceptance 238
17. Data Handling and Ownership 239

18. Security 240
18.1. CAC Information Security 241
18.2. CPUC INFORMATION SECURITY PROVISIONS 242
18.3. Acceptable Use of Security Policy 248
19. Disaster Recovery 248
20. Transition of Operation to New Contractor or to State 249
21. Insurance Requirements 252
22. Service Level Agreements (SLAs) 254
23. Liquidated Damages 273
23.1. Liquidated Damages Cap 275
23.2. Payment of Liquidated Damages 275
23.3. Calculation of Liquidated Damages 275
24. Unanticipated Tasks 275
25. General Provisions – Telecommunications (Revised 06/06/2025) 277
26. Contractor Deliverables Format 277
27. Deliverable Expectation Document 278
28. Deliverable Acceptance Document 278
29. Performance 278
30. Other Contract Considerations 279
31. GenAI Disclosure Obligations 280
32. Operation Reports 281
EXHIBIT B: DELIVERABLES AND MILESTONES TABLE 283
EXHIBIT C: BUDGET DETAIL AND PAYMENT PROVISIONS 348
EXHIBIT D: COST WORKBOOK 352
EXHIBIT E: GENERAL PROVISIONS - TELECOMMUNICATIONS (REVISED 06/06/2025) 353

RFP

PART 1 – BIDDER INSTRUCTIONS

1. INTRODUCTION

On behalf of the California Public Utilities Commission, this solicitation is being conducted under the authority of California Department of Technology (CDT) pursuant to Public Contract Code (PCC) §6611 which provides the authority to use a competitive negotiation process when the State's business need or the purpose of a procurement or contract is known, but negotiation is necessary to ensure that the State is receiving the best value or the most cost-efficient goods, services, information technology, and telecommunications.

This solicitation contains the instructions governing the requirements for task, deliverable, and service-based proposals to be submitted by Bidders. Also included in this solicitation is the required format and materials Bidders must follow when responding to this solicitation. This solicitation also addresses the requirements that Bidders must meet to be eligible for consideration, as well as Bidders' responsibilities before and after award.

The following terms are used interchangeably throughout the solicitation documents: (1) "Contract" and "Agreement"; (2) "response" and "proposals". For additional definitions, see ATTACHMENT 22: GLOSSARY OF TERMS.

1.1. Purpose of RFP

The purpose of this Request for Proposal (RFP) (hereafter referred to as "solicitation") is to obtain proposals from qualified Bidders to provide California Public Utilities Commission (CPUC) and the State of California (hereafter referred to as "State") with Equipment Processing Center (EPC) services (hereafter referred to as "EPC").

The Contract Award, if made, will be to the single Bidder in accordance with the methodology defined in SECTION 6. EVALUATION.

1.2. Background

The CPUC regulates services and utilities, safeguards the environment, and assures Californians access to safe and reliable utility infrastructure and services. The essential services regulated include electricity, natural gas, communications, water, railroad, rail transit, and passenger transportation companies. California Connect (CAC) is the CPUC's state-mandated deaf and disabled telecommunications program under Public Utilities (PU) Code § 2881 et seq., providing Californians who are deaf and disabled with specialized telephone equipment and relay services. The program offers communication access to individuals with difficulty using standard telephones due to challenges with seeing, hearing, speaking, moving, or cognitive impairments.

Source: PUC § 2881

The CPUC is advised by the Telecommunications Access for the Deaf and Disabled Administrative Committee (TADDAC), which advises the Commission on equipment distribution, relay services, policies, program budgets and expenditures, and the development of effective services for Californians with difficulty using a standard telephone.. TADDAC is composed of nine (9) members representing:

- Two (2) representatives of the Deaf community,
- One (1) representative of the Hard-of-Hearing community,
- One (1) representatives of the Late-Deafened community,
- Three (3) representatives of the Disability community (including one Mobility Impaired seat, one Speech-to-Speech seat, and one Blind/Low Vision seat), and
- One (1) representative of the CPUC Public Advocates Office.
- One (1) At-Large representative.

With Communications Division concurrence, TADDAC may recommend expansion of its voting membership to include other significant disability groups, provided that the total number of voting members does not exceed eleven (11). TADDAC makes recommendations program budgets, policy issues, standard equipment lists, relay service quality and efficiency, future relay service contract requirements and specifications, and compliance with federal Traditional Relay Service requirements..

The Equipment Program Advisory Committee (EPAC) advises TADDAC on specialized equipment for the Equipment Distribution Program (EDP), which provides communication devices to certified individuals who are deaf, disabled, or have speech or mobility impairments. EPAC is composed of five (5) voting members representing:

- One (1) from the Hard-of-Hearing community,
- Two (2) from the Disability community,
- One (1) from the Deaf community, and
- One (1) from the Senior Citizen community.

EPAC recommends and updates the standard equipment list as technology advances, evaluates new products, and makes recommendations on equipment, accessories, and services under PU Code § 2881.2. It also advises on policies related to equipment distribution, placement, and service quality.

CAC Vendor Partner Services:

The CAC's service delivery is supported by six primary vendor contracts with a seventh (ERP Platform) to be introduced. These partners include:

1. **Primary Program Contract Administration (PPCA)**: Ensures compliance with federal and state regulations, provides financial oversight of program expenditures, recommends policy and directives, conducts audits, and manages projects.

2. **California Relay Service (CRS):** Provides services enabling communication for disabled individuals, including:
    - **Telecommunications Relay Service (TRS)**: Enables users with hearing or speech disabilities to place and receive assisted telephone calls at no cost.
    - **Captioned Telephone Services (CTS)**: For those requiring real-time text captions of conversations.
    - **Speech-to-Speech (STS) Relay Service**: Live operators assist in revoicing speech-disabled individuals.

3. **Field Operations Contract**: Offers in-person support throughout California, providing equipment selection, training, and in-home support for users unable to visit facilities. The CPUC, informed by disability statistics from the 2022 Annual Disability Statistics Conference, determined that at least fourteen (14) facilities should be established across California's ten (10) regions:

Figure 1: California Regions

Regions	Locations
Superior California	2
North Coast	2
San Francisco Bay Area	1
Northern San Joaquin Valley	2
Central Coast	1
Southern San Joaquin Valley	1
Inland Empire	2
Los Angeles County	1
Orange County	1
San Diego – Imperial	1
Total	**14**

Source: California Regions
Source: 2022 Annual Disability Statistics Conference - Disability Rates in California

4. **Equipment Processing Center (EPC)**: The Equipment Processing Center (EPC) Contractor will provide business process services, rather than IT infrastructure solutions, to support CAC's Contact Center and Equipment & Inventory Management operations. Services will focus on:

- **Efficient call center management** for customer inquiries and troubleshooting.
- **Inventory control and distribution** of telecommunications equipment & services.
- **Accurate performance reporting** to CPUC and the PPCA.
- **Operational coordination** with the separate Enterprise Resource Planning (ERP) Contractor, ensuring smooth business workflows.
- **Compliance** with all program regulations while enhancing service quality.

5. **Marketing and Outreach Contract**:

- **Outreach Services:** Focused on community engagement with disability communities, medical professionals, Speech-Language Pathologists (SLPs), and the public to raise awareness about

the program. These efforts are coordinated with CPUC, marketing services, and other relevant entities to target underserved and hard-to-reach populations.

- **Marketing Services:** Identifying and executing marketing strategies across print, broadcast, web, video, and social media. Campaigns are developed collaboratively with CPUC, CAC advisory committees, including TADDAC and EPAC as applicable, and community partners.

6. **Testing and Training Contract**:

  - **Training Services:** Operating a Learning Management Service (LMS) platform to train program staff, consumers, and partners on approved equipment and services. This includes in-person, e-learning, and learning management systems designed for accessibility.
  - **Testing Services:** Operating a web-based portal to engage participants to evaluate services, equipment, software, and applications to ensure technical compatibility and user satisfaction. This involves field trials, usability testing, and reporting recommendations to CPUC and EPAC.

7. **Enterprise Resource Planning (ERP) Contract**: The ERP contract will support program-wide platform responsibilities, including finance, customer records, inventory tracking, compliance documentation, and reporting. ERP platform responsibilities are outside the EPC scope unless otherwise expressly stated in the Contract. The EPC Contractor shall coordinate operational workflows and agreed data/interface requirements with the separate ERP Contractor as required by the Contract.

1.3. Term of Contract

Effective upon approval of CDT, Office of Statewide Technology Procurement (OSTP), the base term of the Contract is two (2) years.

The State, at its sole discretion, may exercise its option to execute three (3), one-year extensions to perform the EPC services for a maximum Contract term of five (5) years (includes base contract term plus all optional extensions) at the originally agreed-upon rates specified in this Agreement.

The Contractor shall not be authorized to deliver goods or commence performance of services described in this Agreement prior to the effective date. Any delivery of goods or performance of services by the Contractor that is commenced prior to the effective date shall be at no cost to the State.

The State is not obligated to use any or all of these options. The Agreement is of no effect unless approved by CDT and no work shall begin before full execution of the Agreement.

1.4. Current and Proposed Environments

1.4.1. Current Environment

The current EPC contract consists of three primary work packages:

1. **Contact Center Operations**
   The Contractor provides inbound and outbound call center services for California Connect (CAC), including customer intake, troubleshooting, equipment eligibility guidance, and coordination with Program service partners. The Contact Center is responsible for customer interactions, appointment coordination, and case documentation.
2. **Warehouse and Inventory Management**
   The Contractor manages all warehouse operations, including receipt, storage, configuration, fulfillment, replacement, and shipping of CAC program devices. Responsibilities include inventory control, asset tracking, equipment return processing, and coordination with UPS and other logistics partners.
3. **CRM / Microsoft Dynamics 365**
   The Contractor currently hosts and maintains the CRM system (Microsoft Dynamics 365), which captures customer records, tracks interactions, supports eligibility workflows, and provides reporting used across the Program.

A new contract is required because the existing EPC contract term is coming to an end, and the Program's operating environment is being modernized to separate CRM/ERP functions into a dedicated platform contract.

Additional supporting historical information is available in ATTACHMENT 23: EPC Program Information and is provided for bidder reference and planning purposes only. Bidders shall base their proposals and pricing on the requirements, terms, and instructions in this solicitation, including EXHIBIT D: COST WORKBOOK.

1.4.2. Proposed Environment

A detailed description of the proposed environment and overall project requirements for EPC are included in EXHIBIT A: STATEMENT OF WORK.

Under the proposed EPC contract, the scope is streamlined to focus on core operational service delivery. The CRM/ERP system will no longer be part of the EPC scope and will transition to the new ERP contract.

The new EPC contract will therefore include:

1. **Contact Center Operations**
   Continuation of customer-facing support functions in accordance with EXHIBIT A: STATEMENT OF WORK, including inbound/outbound calls, accessibility support, troubleshooting assistance, and coordination with Program partners.
2. **Warehouse and Inventory Management**
   Continued responsibility for equipment receipt, storage, configuration, fulfillment, and shipment,

including inventory controls, asset management, returns processing, and logistics coordination.

Removed Scope:

- CRM hosting, development, reporting, and system administration will transfer to the new ERP contract and will not be part of the future EPC contract.

This separation allows EPC to focus on operational service delivery while the ERP contract provides centralized systems, data governance, and platform capabilities.

1.5. AMERICANS WITH DISABILITIES ACT (ADA)

To comply with the nondiscrimination requirements of ADA, it is the policy of the State of California to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing a reasonable accommodation to participate in the procurement process or for persons having questions regarding reasonable accommodations of the procurement process, you may contact the Procurement Officer identified in SECTION 2.2.1. PROCUREMENT OFFICER. You may also contact the State of California at the numbers listed below.

Important: To ensure that we can meet your need, it is best that we receive your request for reasonable accommodations at least 10 working days before the scheduled event, e.g., meeting, conference, workshop, etc., or deadline due-date for procurement documents.

Table 1.5-1: California Relay Service Telephone Numbers

RELAY SERVICE DESCRIPTION	LANGUAGE	TELEPHONE NUMBER
TTY/VCO/HCO to Voice	English Spanish	1-800-735-2929 1-800-855-3000
Voice to TTY/VCO/HCO	English Spanish	1-800-735-2922 1-800-855-3000
From or to Speech-to-Speech	English & Spanish	1-800-854-7784

2. BIDDING INSTRUCTIONS

2.1. BIDDER ADMONISHMENT

This procurement will follow an approach designed to increase the likelihood of a successful proposal and Bidder eligibility for an invitation to negotiation.

The Bidder should refer to SECTION 2.5. BIDDING STEPS to understand the phases applicable to this solicitation and SECTION 6. EVALUATION to understand the evaluation process. It is the Bidder's responsibility to:

1. Carefully read the entire solicitation.
2. Submit questions in a timely manner.
3. Submit all required responses by the required dates and times specified in SECTION 2.3. KEY ACTION DATES.
4. Abide by all procedures and requirements of the solicitation.
5. Not include conditional statements, assumptions, or exception language with proposals.
6. Carefully review the solicitation requirements prior to submission of a proposal to ensure nothing has been overlooked.

2.2. COMMUNICATIONS AND CONTACTS

The State uses an online procurement system known as *Cal eProcure* to communicate with prospective Bidders and suppliers. Information and ongoing communications for this solicitation will be posted by the State on the *Cal eProcure* website, www.caleprocure.ca.gov.

Oral communications by Agency/state entity officers and employees concerning this solicitation shall not be binding on the State and shall in no way excuse the Bidder of any obligations set forth in this solicitation.

2.2.1. PROCUREMENT OFFICER

The Procurement Officers are the State's designated authorized representative regarding this procurement and are the sole point of contact.

Bidders are directed to communicate all correspondence regarding this procurement to both the Procurement Officer and the Secondary Procurement Officer at the contact information below.

Table 2.2.1-1: Procurement Officers

DESCRIPTION	CONTACT INFORMATION
Department Name:	California Department of Technology (CDT), Office of Statewide Technology Procurement (OSTP)
Procurement Officer:	madelynn saechao
Email:	madelynn.saechao@state.ca.gov
Phone:	+1 916-460-9833
Secondary Procurement Officer:	Robert Deleonardis
Email:	robert.deleonardis@state.ca.gov
Phone:	+1 916-532-6807

2.2.2. QUESTIONS REGARDING THE SOLICITATION DOCUMENT

Bidders requesting clarification of the intent, terms and conditions, content of this solicitation, or on procedural matters regarding the competitive bid process should submit questions and requests for changes using the format in ATTACHMENT 1: TEMPLATE FOR QUESTION SUBMITTAL/REQUEST FOR CHANGES via email addressed to the Procurement Officers listed in SECTION 2.2.1. PROCUREMENT OFFICER.

If the Bidder believes that one or more of the solicitation requirements is onerous, unfair, or imposes unnecessary constraints on the Bidder proposing a less costly or an alternate solution, the Bidder may request a change to the solicitation by submitting, in writing, the recommended change(s) and the facts substantiating this belief and reasons for making the recommended change(s) using the format in ATTACHMENT 1: TEMPLATE FOR QUESTION SUBMITTAL/REQUEST FOR CHANGES. Such requests must be submitted to the Procurement Officers by the date specified in SECTION 2.3. KEY ACTION DATES.

Written questions and requests for changes must be submitted, using Microsoft Excel or Word, by email to the Procurement Officers identified in SECTION 2.2.1. PROCUREMENT OFFICER, using the format in ATTACHMENT 1: TEMPLATE FOR QUESTION SUBMITTAL/REQUEST FOR CHANGES.

The email must include the solicitation identification information from the solicitation title page in the subject line. To ensure a response, questions and/or requests for changes must be received in writing by the date(s) specified in SECTION 2.3. KEY ACTION DATES. Question and answer sets will be posted to Cal eProcure and will not identify the submitters. At the sole discretion of the State, questions may be paraphrased by the State for clarity.

If a Bidder desires clarification or further information on the content of the solicitation, but whose

questions relate to the proprietary aspect of its proposal and disclosure exposes its proposal to other Bidders, the question may be submitted using the same criteria above with the notation, “CONFIDENTIAL.” The Bidder must explain why the question is sensitive in nature. If the State concurs that the disclosure of the question or the answer would expose the proprietary nature of the proposal, the question will be answered and both the question and answer will be confidentially maintained. If the State does not concur with the proprietary nature of the question, the Bidder will be notified and may withdraw the question. If the question is not withdrawn, the question and response will not be confidentially maintained.

Only questions submitted in writing and answered in writing by the Procurement Officer shall be binding and official.

2.2.3. INTENT TO BID

Bidders that wish to participate in the solicitation should submit a completed ATTACHMENT 2: Intent to Bid by the date specified in SECTION 2.3. KEY ACTION DATES.

This document shall be sent by email to the Procurement Officers identified in SECTION 2.2.1. PROCUREMENT OFFICER.

It shall be the Bidder’s responsibility to notify the Procurement Officers regarding any change to its Intent to Bid or the contact information. The State shall not be responsible for proposal correspondence not received by the Bidder if the Bidder fails to notify the State, in writing, of any change pertaining to the designated contact person.

2.2.4. REQUEST INVITATION TO STATE'S FILE-SHARING SITE

The Bidder must email the Procurement Officers by the due date specified in SECTION 2.3. KEY ACTION DATES, no more than two (2) contacts who will have access to the State's file-sharing site to electronically upload Bidder’s proposal. Once provided, an invitation to the State's file-sharing site will be sent to those individuals. It is the Bidder's responsibility to confirm receipt of the invitation with the Procurement Officers referenced in SECTION 2.2.1. PROCUREMENT OFFICER.

The email should include the names, titles, phone numbers, and email addresses of no more than two (2) contacts.

Access to the file-sharing site will be granted within three (3) working days after receiving the email request and ATTACHMENT 6: CONFIDENTIALITY STATEMENT FORM.

Please refer to SECTION 5.3. DELIVERY OF SUBMITTALS for further instructions on how to submit your firm's proposal and instructions for the file-sharing site.

2.3. KEY ACTION DATES

Key Action Dates provides the key action dates and times by which actions must be taken or completed. If the State finds it necessary to change these dates or times, it will be accomplished via an addendum to this solicitation with the exception of dates listed after the Bidder's submission of proposal. Dates listed after the Bidder's submission of proposal are estimated and may be adjusted without addendum to this solicitation. All times listed are for Pacific Time. Unless otherwise specified, all times are 5:00 PM Pacific Time.

Table 2.3-1: Key Action Dates (KAD)

ITEM	ACTION	DATE AND TIME
1.	Release of Solicitation	May 22, 2026
2.	Last day to submit questions and request for changes prior to proposal using the format in ATTACHMENT 1: TEMPLATE FOR QUESTION SUBMITTAL/REQUEST FOR CHANGES	June 8, 2026 by 10:00 AM PST
3.	Last day to submit: ATTACHMENT 2: Intent to Bid and ATTACHMENT 6: CONFIDENTIALITY STATEMENT FORM	June 22, 2026
3.A.	Last Day for Bidders to request an invitation to the State's file-sharing site to submit a proposal (Refer to SECTION 2.2.4. REQUEST INVITATION TO STATE'S FILE-SHARING SITE)	June 22, 2026
4.	Last day to submit proposal and be deemed eVAQ approved by OSTP.[3]	June 29, 2026 by 1:00 PM PST
5.	Proposal Evaluation Period[2]	June 29 - July 13, 2026

ITEM	ACTION	DATE AND TIME
6.	Negotiations[2]	July 13, 2026 - July 24, 2026
7.	Notification of Award	TBD
8.	Contract Start	August 3, 2026

[1]All dates after Last day to submit proposal are approximate and may be adjusted as conditions indicate without addendum to this solicitation.

[2] Based on the number of proposals received.

[3] If Bidder does not have an approved eVAQ application on file with OSTP, it is recommended that Bidders allow a minimum of four weeks prior to proposal due date for the State to process and approve Bidder's eVAQ application.

2.4. RULES GOVERNING COMPETITION

This solicitation, the evaluation of responses, and the award of any resultant Contract shall be made in conformance with current competitive bidding procedures as they relate to the procurement of IT goods and services or telecommunications by public bodies in the State of California.

2.4.1. IDENTIFICATION AND CLASSIFICATION OF SOLICITATION REQUIREMENTS

The State has established certain requirements with respect to proposals to be submitted by prospective Contractors. The use of “shall,” “must,” or “will” (except to indicate simple futurity) in the solicitation indicates a requirement or condition which is mandatory.

Non-compliance with any mandatory requirement will disqualify a Bidder from further participating in Evaluation, Negotiations and Contract Award.

The words “should” or “may” in the solicitation indicate desirable attributes or conditions, but are non-mandatory in nature.

2.4.2. SOLICITATION DOCUMENTS

This solicitation document includes, in addition to an explanation of the State's requirements which must be met, instructions which prescribe the format and content of proposals to be submitted and the model of the Contract to be executed between the State and the successful Bidder.

If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the Bidder shall immediately notify the Procurement Officers identified in SECTION 2.2.1. PROCUREMENT OFFICER, of such error in writing and request clarification or modification of the document.

If the solicitation document contains an error known to the Bidder, or an error that reasonably should have been known, the Bidder shall bid at its own risk. If the Bidder fails to notify the State of the error prior to the date fixed for submission of proposals, and is awarded the Contract, the Bidder shall not be entitled to additional compensation or time by reason of the error or its later correction. Modifications will be made by addenda issued pursuant to SECTION 2.4.6. ADDENDA.

2.4.3. EXAMINATION OF THE WORK

The Bidder should carefully examine the entire solicitation document and any addenda thereto, and all related materials and data referenced in the solicitation document or otherwise available to the Bidder, and should become fully aware of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work.

2.4.4. EXCLUSION FOR CONFLICT OF INTEREST

No consultant shall be paid out of State funds for developing recommendations on the acquisition of telecommunication, information technology (IT) products or services or assisting in the preparation of the project approval lifecycle documents (stages 2, 3, or 4), while in effect, if that consultant is to be a source of such acquisition or could otherwise directly and/or materially benefit from State adoption of such recommendations or the course of action recommended in the project approval lifecycle documents (stages 2, 3, or 4). Further, no consultant shall be paid out of State funds for developing recommendations on the disposal of State surplus IT products if that consultant would directly and/or materially benefit from State adoption of such recommendations.

A consultant shall not be eligible to serve as the Prime Contractor or subcontractor pursuant to this solicitation if the Contractor/subcontractor is currently working on the solicitation in an Independent Verification and Validation (IV & V) role.

Any Bidder (including its parent, affiliates, or subcontractors) that is currently performing services under any DDTP/California Connect (CAC) program contract (including, but not limited to, EPC, Field

Operations, PPCA, Marketing & Outreach, California Relay Services, Testing & Training, etc.) **shall be ineligible to submit a proposal for, or be awarded, the ERP contract.**

This restriction is established to preserve vendor neutrality, prevent organizational conflicts of interest, and avoid any actual or perceived unfair competitive advantage arising from current program operations, access to non-public information, or influence over program delivery. This restriction applies for the duration of the Bidder's performance under such program contract.The Bidder must complete and submit ATTACHMENT 3: FOLLOW-ON CONTRACT DISCLOSURE FORM with its proposal.

2.4.5. CONFIDENTIALITY

Bidder material becomes public only after the Notification of Award is released. If material marked "confidential," "proprietary," or "trade secret" is requested pursuant to the Public Records Act, the State will make an independent assessment whether it is exempt from disclosure. If the State disagrees with the Bidder, the State will notify the Bidder and give them a reasonable opportunity to justify their position or obtain a court order protecting the material from disclosure.

The Bidder should be aware that marking a document "confidential" or "proprietary" in a proposal may exclude it from consideration for award and will not keep that document from being released after notice of award as part of the public record, unless a court has ordered the State not to release the document.

The content of all working papers and discussions relating to the Bidder's proposal shall be held in confidence indefinitely, unless the public interest is best served by an item's disclosure because of its direct pertinence to a decision, agreement or the evaluation of the proposal.

Any disclosure of confidential information by the Bidder may be the basis for rejecting the Bidder's proposal and ruling the Bidder ineligible to further participate. Any disclosure of confidential information by a State employee is a basis for disciplinary action, including dismissal from State employment, as provided by Government Code §19570 et seq. Total confidentiality is paramount; it cannot be over emphasized.

2.4.6. ADDENDA

The State may modify the solicitation at any time prior to submission of proposal by issuing an addendum. Addenda will be numbered consecutively and released to all Bidders via Cal eProcure.

The Bidder is allowed five (5) working days to submit written questions regarding the addendum according to the instructions contained in SECTION 2.2.2. QUESTIONS REGARDING THE SOLICITATION DOCUMENT .

2.4.7. COST FOR DEVELOPING PROPOSAL

Costs for developing proposals are the responsibility entirely of the Bidder and shall not be chargeable to the State.

2.4.8. IRREVOCABLE OFFER

Bidder's response to this solicitation shall constitute a firm offer, which shall remain irrevocable for not less than 120 calendar days following the Contract Award date specified in SECTION 2.3. KEY ACTION DATES. In the event of a delay in Contract Award, a Bidder may extend the expiration date of its firm offer an additional 30 calendar days by written notice to the State.

This expiration date may be further extended by mutual agreement between the State and the Bidder, in order to accommodate processing time for required approvals and other solicitation-related reviews.

2.4.9. FALSE OR MISLEADING STATEMENTS

Proposals that contain false or misleading statements, or provide references that do not support an attribute or condition claimed by the Bidder, may be the basis for rejecting the Bidder's proposal. If, in the opinion of the State, such information was intended to mislead the State in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this solicitation document, may be the basis for rejecting the Bidder's proposal.

2.5. BIDDING STEPS

The following instructions provide the steps to submit a response to this solicitation by interested Bidders. Details surrounding proposals are described further in SECTION 3. PROPOSAL REQUIREMENTS.

The Bidder is expected to follow the format requirements and utilize all forms included in this solicitation necessary for its response. This solicitation also addresses the Bidder responsibilities and requirements it must meet to be eligible for consideration. If the Bidder fails to follow the provided instructions, the Bidder may be disqualified from the solicitation process.

Refer to SECTION 2.3. KEY ACTION DATESto determine which phases and mandatory steps are included in this solicitation. SECTION 2.3. KEY ACTION DATESlists milestones, mandatory steps, and due dates for deliverables in this solicitation. Bidders must submit a pre-qualified Electronic Vendor Application of Qualifications (eVAQ) as detailed in SECTION 3.1.1. ELECTRONIC VENDOR APPLICATION OF QUALIFICATIONS (EVAQ)(M).

2.5.1. FINAL PHASE

The final phase consists of a proposal (Mandatory) and, if requested by the State, a Best and Final Offer

(BAFO).

The purpose of the final phase is to obtain proposals that are responsive in every respect. The proposal is a mandatory step for all Bidders; all other steps are optional unless otherwise stated in SECTION 2.3. KEY ACTION DATES.

The proposal must be complete, and include all cost information, required signatures, contract changes issued by the State via an addendum and corrections made to those defects noted by the State in its review of the draft proposal, if any. Bidders that submitted proposals meeting the criteria identified in SECTION 7. NEGOTIATIONS, will be eligible to receive an invitation to negotiate with the State.

The State, at its sole discretion, may request a BAFO from those Bidders that participated in the Negotiation Process as identified in SECTION 7. NEGOTIATIONS.

2.5.2. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS

A Bidder may withdraw its proposal at any time prior to the Last day to submit proposal specified in SECTION 2.3. KEY ACTION DATES by submitting a written notification of withdrawal signed by an authorized representative of the Bidder in accordance with SECTION 3.2.1. COVER LETTER (M) . The Bidder may thereafter submit a new or modified proposal prior to the Last day to submit proposal specified in SECTION 2.3. KEY ACTION DATES. Modification offered in any other manner, oral or written, will not be considered. Other than as allowed by law, proposals cannot be changed after the deadline date and time designated for receipt, except as provided in the solicitation.

2.5.3. DISPOSITION OF PROPOSALS

All materials submitted in response to this solicitation will become the property of the State of California. All phases of the proposal shall be retained for official files and will become a public record after the Notification of Award is posted.

3. PROPOSAL REQUIREMENTS

This section contains the mandatory, mandatory scored, mandatory-optional, and optional proposal requirements that must be met in order to be considered responsive to this solicitation.

The documents that must be submitted with the Bidder’s proposal are noted as “Mandatory” “(M)”, "Mandatory Scored" "(MS)", and "Mandatory-Optional" "(MO)" in this section. Items labeled "Optional" "(O)" are optional.

The proposal requirements listed in this section are denoted as follows:

1. (M) Sections labeled as “Mandatory” or “M” are not negotiable. To be considered responsive to

these requirements, all requirements identified as (M) must receive a response from the Bidder. Failure to respond to any (M) requirements where indicated shall result in a “fail” and disqualification of the proposal.

2. (MS) Sections labeled “Mandatory Scored” or “MS” are not negotiable. To be considered responsive to these requirements, all requirements identified as (MS) must receive a response. Failure to respond to any (MS) requirement where indicated shall result in a “fail” and disqualification of the proposal. The State’s evaluation team will review responses to (MS) requirements and award points, if applicable, per criteria stated in SECTION 6. EVALUATION.
3. (MO) Sections labeled “Mandatory Optional” or “MO” are not negotiable. To be considered responsive to these requirements, all requirements identified as (MO) must receive a response. Failure to respond to any (MO) requirement where indicated shall result in a “fail” and disqualification of the proposal. It is at the State’s option/discretion on whether to utilize the option in the Contract.
4. (O) Sections labeled as “Optional” or “O” are not required to be offered by the Bidder in order to be responsive to the solicitation requirements. A Bidder may choose whether to meet administrative requirements labeled as (O) such as those relating to preference points. However, if a Bidder offers any of these (O) requirements, the Bidder must meet the minimum requirements as stated in the section. The State will review responses to optional requirements and apply points, if applicable, in accordance with SECTION 6. EVALUATION.

3.1. PREQUALIFICATION REQUIREMENTS

This section details the requirements necessary for Bidders to qualify for contract award. Failure to complete or comply will disqualify Bidder(s) and the State will not move forward with evaluating the proposal, conducting negotiations and contract award. The State will not seek modifications or clarifications after proposal submission due date for any prequalification requirements.

3.1.1. ELECTRONIC VENDOR APPLICATION OF QUALIFICATIONS (EVAQ)(M)

It is the responsibility of the Bidder to ensure they have an OSTP-approved eVAQ and all applicable requirements and provisions for this solicitation are met. Failure to have an OSTP-approved eVAQ prior to proposal submission due date will disqualify Bidder(s) and the State will not move forward with evaluating the proposal, conducting negotiations and contract award. The State will not seek eVAQ modifications or clarifications after proposal submission due date.

The State’s eVAQ is an external process to this solicitation. The intent of the pre-qualification is to process as much of the administrative requirements required to do business in the State of California in advance to streamline the solicitation process. Bidders are required to have an OSTP-approved eVAQ application on file prior to the Key Action Date for the Last day to submit proposal (refer to SECTION 2.3. KEY ACTION DATES) in order for your proposal to be accepted for evaluations.

The application can be accessed at https://cadtprod.service-now.com/vendor.

If the Bidder's firm is new to the eVAQ process, account registration is necessary and free of charge.

If a Bidder has an approved eVAQ on file, it is the Bidder's responsibility to ensure:

1. The eVAQ is a CDT OSTP-approved eVAQ (not a Department of General Services (DGS) eVAQ)).
2. All information required to be submitted with the eVAQ is up to date and valid.

All questions related to the eVAQ should be addressed to the Procurement Officer.

3.1.1.1. INCORPORATION OF EVAQ REQUIREMENTS

The Contract awarded as a result of the solicitation shall incorporate by reference all the requirements of the solicitation and the terms and conditions of the eVAQ. The Bidder's eVAQ shall remain in effect throughout the life of the Contract, including all optional years.

In the event there is inconsistent requirements between the solicitation and the Bidder's OSTP approved eVAQ documents, the solicitation documents shall take precedence.

3.2. ADMINISTRATIVE REQUIREMENTS

This section contains the mandatory and optional administrative requirements that must be met in order to be considered responsive to this solicitation. Additional administrative requirements for this solicitation are being processed through the electronic Vendor Application of Qualifications (eVAQ). Please refer to SECTION 3.1.1. ELECTRONIC VENDOR APPLICATION OF QUALIFICATIONS (EVAQ)(M) for more information.

3.2.1. COVER LETTER (M)

The Bidder must complete and submit ATTACHMENT 4: COVER LETTER FORM with their proposal.

A cover letter shall be considered an integral part of the proposal and any proposal form requiring signature, must be signed by an individual who is authorized to bind the bidding firm contractually. The signature block must indicate the title or position that the individual holds in the firm. An unsigned proposal may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

The draft proposal, if applicable, must also contain the cover letter, including the title of the person who will sign, but need not contain the signature.

3.2.2. ADMINISTRATIVE REQUIREMENTS DOCUMENT (M)

The Bidder must complete and submit ATTACHMENT 5: RESPONSE TO ADMINISTRATIVE REQUIREMENTS FORM. The Bidder must indicate its willingness and ability to satisfy these requirements by responding “Yes” in the “Bidder Agrees Yes/No” column. A “No” response to any of the mandatory administrative requirements may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

3.2.3. CONFIDENTIALITY STATEMENT (M)

The Bidder must agree to the State’s confidentiality requirements by submitting a signed ATTACHMENT 6: CONFIDENTIALITY STATEMENT FORM, for the Bidder’s company. The completed confidentiality statement must be submitted as indicated in SECTION 2.3. KEY ACTION DATES.

The Bidder engaging in services pertaining to this solicitation, requiring contact with confidential State information or State customer information will be required to exercise security precautions for all such data that is made available and must accept full legal responsibility for the protection of this confidential information. This includes all statistical, personal, technical, and/or other confidential personal data and information relating to the State’s operations that are designated confidential by the State.

The Bidder will also be required, upon Contract award, to submit a signed confidentiality statement from all personnel, agents, and subcontractors assigned to the awarded Contract.

3.2.4. ABILITY TO PERFORM

Prior to award of the Contract, the State must be assured that the Bidder selected has all of the resources to successfully perform under the Contract. This includes, but is not limited to, personnel in the quantity and with the skills required; equipment of appropriate type and in sufficient quantity; financial resources sufficient to complete performance under the Contract; and experience in similar endeavors. If, during the evaluation process, the State is unable to assure itself of the Bidder’s ability to perform under the Contract if awarded, the State has the option of requesting from the Bidder any information that the State deems necessary to determine the Bidder’s responsibility. If such information is required, the Bidder will be so notified and will be permitted five (5) working days to submit the information requested in writing. Examples of the type of financial responsibility information requested may include annual reports and current audited balance sheets for the Bidder’s firm.

3.2.5. PRIMARY BIDDER

An award, if made, will be to a primary Bidder. The awarded primary Bidder will be responsible for successful performance of all subcontractors and support services offered in response to this solicitation. All State policies, guidelines, and requirements that apply to the primary Bidder also apply to

subcontractors, as applicable to the products and services they provide and to their role as a subcontractor. Furthermore, the State will consider the primary Bidder to be the sole point of contact regarding contractual matters for the term of the resulting Contract. The Bidder shall not assign financial documents to a third-party without prior written approval by the State, and an amendment to the resulting Contract.

3.2.6. SUBCONTRACTORS

Nothing contained in the resulting Contract shall create any relationship between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations. The Contractor is fully responsible to the State for the acts and omissions of the Contractor's subcontractors and of persons either directly or indirectly employed by the Contractor.

The Contractor shall not change subcontractor(s) and/or DVBE subcontractor(s) if such changes conflict with the work to be performed under this Contract. For DVBE subcontractor changes, the Contractor shall utilize another DVBE subcontractor. The State recognizes that changes to subcontractor(s) may be necessary and in the best interests of the State, however, advance notification of a contemplated change and the reasons for such change must be made to the State no less than seven (7) working days prior to the existing subcontractor’s termination. If this should occur, the Contractor should be aware that the State Contract administrator or designee must approve any changes to the subcontractor(s) prior to the termination of the existing subcontractor(s). This also includes any changes made between submittal of the proposal and actual start of the Contract.

Contractor understands and agrees to comply with the requirements set forth in Military and Veterans Code, Section 999 et seq. 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, Section 999.5(f), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by both the awarding department and the Department of General Services (DGS) prior to the commencement of any work by the proposed subcontractor. 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 MVC, Section 999.9; Public Contract Code (PCC), Section 10115.10.

The State will not compensate the Contractor for any of the Contractor’s time or effort to educate or otherwise make the new subcontractor(s) ready to begin work on the contract.

The Contractor’s obligation to pay its subcontractors is independent of the State’s obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the

payment of any monies to any subcontractor.

3.2.6.1. BIDDER DECLARATION FORM (M)

The Bidder must complete and submit ATTACHMENT 7: BIDDER DECLARATION GSPD 05-105, with its proposal. When completing the declaration, the Bidder must identify all subcontractors proposed for participation in the Contract. The Bidder awarded the Contract is contractually obligated to use the subcontractors for the corresponding work identified, unless the Agency/state entity agrees to a substitution and it is incorporated, in writing. If the Bidder is not using subcontractors, the Bidder must still complete ATTACHMENT 7: BIDDER DECLARATION GSPD 05-105 answering the applicable questions on the form, and submit it with its proposal. The form is available at:

https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/gspd05-105.pdf

3.2.7. AMENDMENT

Any Contract executed as a result of this solicitation may be amended consistent with the terms and conditions of the Contract and by mutual consent of both parties, subject to approval by the OSTP.

3.2.8. FINANCIAL RESPONSIBILITY INFORMATION

In order to minimize the potential risk of default due to financial issues, the State reserves the right to request additional documentation throughout the life of the awarded Contract.

The State must be assured that the Contractor continues to have the financial resources to sustain its operations during the term of the Contract.

3.2.9. GENERAL PROVISIONS

The Contract awarded as a result of this solicitation shall automatically incorporate by reference the General Provisions - Telecommunications (Revised 06/06/2025), which can be found in EXHIBIT E: GENERAL PROVISIONS - TELECOMMUNICATIONS (REVISED 06/06/2025).

As a condition of submitting a response to this solicitation, the Bidder agrees to abide by all terms and conditions of the solicitation as written. The Bidder is advised that deviations from the State-approved Terms and Conditions may be the basis for rejection of the Bidder’s proposal.

The State may consider limited negotiations around its standard terms, including the General Provisions, during the negotiation phase of the solicitation. Any negotiation of the General Provisions shall be limited to those provisions of the General Provisions that explicitly allow for changes by adding terms and conditions to the Statement of Work. Any changes to the State’s standard terms, including the General

Provisions, shall be at the sole and absolute discretion of the State.

3.2.10. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) DISCLOSURE (M)

The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI, while balancing the risks of these technologies.

Bidder must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) 4986.2.

Failure to report GenAI to the State may result in disqualification. The State reserves its right to seek any and all relief it may be entitled to as a result of such non-disclosure.

Upon notification by a Bidder of GenAI as required, the state reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids that present an unacceptable level of risk to the State.

Government Code 11549.64 defines “Generative Artificial Intelligence (GenAI)” as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system’s training data.

The Bidder must complete and submit as part of the proposal response, ATTACHMENT 4: COVER LETTER FORM, notifying the State if it intends to provide or utilize GenAI by responding “Yes” or "No" in the “Bidder Agrees Yes/No” column.

3.2.11. STATEMENT OF WORK

EXHIBIT A: STATEMENT OF WORK identifies and describes the tasks and responsibilities of the Contractor and the responsibilities of the State during the term of the Contract.

The Bidder is advised that deviations to the SOW may be the basis for rejection of the Bidder’s proposal. Refer to Part 2, Bidder Response EXHIBIT A: STATEMENT OF WORK.

3.2.11.1. INSURANCE COVERAGE

In accordance to the EXHIBIT A: STATEMENT OF WORK, SECTION 21. Insurance Requirements, the Contractor must furnish insurance certificate(s) evidencing required insurance coverage acceptable to the State, including endorsements showing the State as an “additional insured” if required under the Contract. Any required endorsements requested by the State must be separately provided; merely referring to such

coverage on the certificates(s) is insufficient for this purpose. When performing work on State-owned or controlled property, Contractor shall provide a waiver of subrogation in favor of the State for its workers' compensation policy.

The prime Contractor shall agree to furnish the State with satisfactory evidence of insurance within ten (10) calendar days of Contract award.

3.2.12. PRODUCTIVE USE REQUIREMENTS

The productive use requirements protect the State from new equipment and software having no record of proven consistent performance. The State will only accept proven technology products.

The proposed solution must include only equipment and off-the-shelf software that is currently supported by its manufacturer for at least the time specified in Table 3.2.12.1-1, Productive Use Timeframes. No equipment and/or software may be proposed, specified, or employed if the manufacturer has announced an end to support. The productive use requirements defined in this section do not apply to any portion of the custom software developed for the State or to modifications to custom software that was developed for the State under this Contract prior to submittal and throughout Contract duration.

3.2.12.1. CUSTOMER IN-USE

The State requires each equipment and software component proposed as part of an automated system adhere to the following:

1. Must have been installed and in productive use;
2. For a paying customer external to the Bidder's organization; and
3. For at least the number of months shown in Table 3.2.12.1-1 below and prior to the Last day to submit proposal referred to in SECTION 2.3. KEY ACTION DATES.

Table 3.2.12.1-1: Productive Use Timeframes

PRODUCT	PROJECT COST	LAST DAY TO SUBMIT PROPOSAL
Category 1 - Critical Software Software that is required to control the overall operation of a computer system or peripheral equipment. Included in this category are operating systems, database management systems, language	More than $100,000	6 months

PRODUCT	PROJECT COST	LAST DAY TO SUBMIT PROPOSAL
interpreters, assemblers and compilers, communications software, and other essential system software.		
Category 2 - All Information Technology Equipment and Non-critical Software. Information technology equipment is defined in SAM §4819.2.	More than $100,000	4 months

Design changes in required system control modules or in components critical to the processing requirements of the State's workload are also subject to the In-Use Requirement. Increases or decreases in numbers of components or minor alteration in equipment or minor modifications or updates to software to provide improvements or features, to correct errors, or to accommodate hardware changes may be exempt from the In-use requirement by CDT OSTP, if no changes in logic, architecture or design are involved.

3.2.12.2. HARDWARE/EQUIPMENT

All equipment offered must be new and the latest model in current production. Used, shopworn, refurbished, demonstrator, prototype, or discontinued models are not acceptable.

- Program devices provided through CAC must be new and current production models unless specifically approved otherwise by the Program.
- Refurbished or used models are not acceptable unless the Program explicitly authorizes the use of refurbished units for a specific device category based on availability or Program need.
- All equipment must meet ADA and FCC accessibility standards and must be compatible with current Program workflows and customer needs.

3.2.13. SOCIOECONOMIC PROGRAMS

Bidders who claim any of the socioeconomic program points will be evaluated to determine whether they submitted the required forms, documents, exhibits, attachments and/or the responses necessary to validate their qualification and eligibility for the claimed preference(s). If the State determines that the submitted information is insufficient or that the required documents do not otherwise validate the eligibility for points in any of the claimed programs, then the points for that program will not be added to the Bidder’s final overall proposal score. If the State is able to validate the Bidder’s claim, the qualified preference points will be applied to the Bidder’s final overall proposal score provided that the Bidder’s proposal is not otherwise determined to be non-responsive to any mandatory requirements.

Completed Small Business and Disabled Veteran Business Enterprise certification applications and required support documents must be submitted to the Department of General Services Office of Small Business and DVBE Services (OSDS) no later than 5:00 p.m. on the proposal due date, and the OSDS must be able to approve the application as submitted. Questions regarding certification should be directed to the OSDS at

Office of Small Business and DVBE Services
707 Third Street, 1st Floor, Room 400
West Sacramento, CA 95606
Receptionist: (916) 375-4940 Fax (916) 375-4650

3.2.13.1. BIDDER'S PREFERENCE AND INCENTIVE DECLARATION (M)

The Bidder must complete and submit ATTACHMENT 8: BIDDING PREFERENCES AND INCENTIVES, with its proposal. The Bidder must indicate on ATTACHMENT 8: BIDDING PREFERENCES AND INCENTIVES whether it is or is not claiming each preference and/or incentive. Refer to SECTION 6. EVALUATION for details on the amount and application of preference and incentive points during proposal evaluation.

3.2.13.2. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM (M)

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

Information regarding the DVBE Program Requirements may be viewed at:

https://www.dgs.ca.gov/PD-OSDS

The Bidder who has been certified by California as a DVBE (or who has obtained the participation of subcontractors certified by California as a DVBE) must submit a completed form(s) STD.843 Disabled Veteran Business Declarations for each DVBE. All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign a form for each DVBE and submit as ATTACHMENT 9: DVBE DECLARATIONS.

Please read these requirements carefully. Failure to comply with the minimum DVBE Participation Requirement may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

3.2.13.2.1. DVBE PARTICIPATION REQUIREMENT (M)

The Bidder must fully comply with DVBE Participation Program requirements in the proposal. Failure to submit a complete response with the Bidder’s proposal may be considered non-responsive and may be

the basis for rejecting the Bidder's proposal. **The Bidder's response must include a minimum DVBE participation goal of three percent (3%) of the Bidder's net proposal price with one (1) or more DVBE.**

To meet the DVBE Participation requirements, the Bidder must complete and submit the following with its proposal for each DVBE:

1. ATTACHMENT 7: BIDDER DECLARATION GSPD 05-105;
2. ATTACHMENT 8: BIDDING PREFERENCES AND INCENTIVES;
3. ATTACHMENT 9: DVBE DECLARATIONS; and,
4. ATTACHMENT 10: COMMERCIALLY USEFUL FUNCTION (CUF) CERTIFICATION.

3.2.13.2.2. **DVBE INCENTIVE (O)**

In accordance with Military and Veterans Code §999.5(a), an incentive will be given to all Bidders who exceed the three percent (3%) DVBE mandatory participation. For Contract award evaluation purposes only, the State shall apply the incentive amount based on the amount of DVBE participation obtained above the three percent (3%) requirement. The incentive is only given to those Bidders who are responsive to the DVBE program requirement and propose DVBE participation in the resulting Contract that exceeds the mandatory three percent (3%) requirement.

If the Bidder is claiming a DVBE incentive, the Bidder must complete the following with its proposal for each DVBE:

1. ATTACHMENT 7: BIDDER DECLARATION GSPD 05-105;
2. ATTACHMENT 8: BIDDING PREFERENCES AND INCENTIVES;
3. ATTACHMENT 9: DVBE DECLARATIONS; and,
4. ATTACHMENT 10: COMMERCIALLY USEFUL FUNCTION (CUF) CERTIFICATION.

3.2.13.3. Small Business (SB) Program

The Small Business (SB) Participation Goal Program for State contracts are established in the California Government Code (GC), Section §14835 through §14843. The rules and regulations of this law are contained in Title 2, California Code of Regulations Section §1896, et seq.

Information regarding the SB Program may be viewed at:

https://www.dgs.ca.gov/PD-OSDS

Please read these requirements carefully. Failure to comply with the minimum SB Participation Requirement may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

3.2.13.3.1. SB Participation Requirement (M)

The Bidder must fully comply with SB Participation Program requirements in the proposal. **The Bidder's response must include a minimum SB participation goal of five percent (5%) of the Bidder's net proposal price with one (1) or more SB.** Failure to respond with the Bidder's proposal may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

To meet the SB Participation requirements, the Bidder must complete and submit the following with its proposal for each SB:

1. ATTACHMENT 7: BIDDER DECLARATION GSPD 05-105;
2. ATTACHMENT 8: BIDDING PREFERENCES AND INCENTIVES; and,
3. ATTACHMENT 10: COMMERCIALLY USEFUL FUNCTION (CUF) CERTIFICATION.

3.2.13.3.2. SMALL BUSINESS PREFERENCE (O)

The California Government Code §14835 et seq.requires that a five percent (5%) preference be given to Bidders who qualify as a Small Business (SB). The rules and regulations of this law, including the definition of a SB, or qualifying non-small business, are contained in Title 2, California Code of Regulations, §1896 et seq.

If the Bidder is claiming a Small Business Preference, the Bidder must complete and submit the following with its proposal for each SB:

1. ATTACHMENT 7: BIDDER DECLARATION GSPD 05-105
2. ATTACHMENT 8: BIDDING PREFERENCES AND INCENTIVES; and,
3. ATTACHMENT 10: COMMERCIALLY USEFUL FUNCTION (CUF) CERTIFICATION.

More information regarding the Small Business Preference may be found at:

https://www.dgs.ca.gov/PD-OSDS

3.2.13.4. NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCE (O)

A five percent (5%) proposal preference is available to Bidders who qualify as a non-small business claiming at least 25% California-certified small business subcontractor participation. If claiming the non-small business subcontractor preference, the Bidder's response must include a list of the small businesses with which the firm commits to subcontract in an amount of at least 25% of the net proposal price with one (1) or more California-certified small businesses. Each listed certified small business must perform a "commercially useful function" in the performance of the Contract as defined in Government Code §14838(b)(1)(2).

The preference to a non-small business firm that commits to small business or microbusiness subcontractor participation of 25% of its net proposal price shall be given five percent (5%) of the highest

responsive firm's total score. A non-small business that qualifies for this preference, may not take an award away from a certified small business.

If the Bidder is claiming a non-small business using small business subcontractors, the Bidder must complete and submit the following with its proposal for each SB Subcontractor:

1. ATTACHMENT 7: BIDDER DECLARATION GSPD 05-105;
2. ATTACHMENT 8: BIDDING PREFERENCES AND INCENTIVES; and,
3. ATTACHMENT 10: COMMERCIALLY USEFUL FUNCTION (CUF) CERTIFICATION.

3.2.13.5. COMMERCIALLY USEFUL FUNCTION (M)

All certified small business, micro business, and/or DVBE Contractors, subcontractors or suppliers must meet the commercially useful function requirements under Government Code Section 14837 (for SB), Military and Veterans Code Section 999 (for DVBE), and Title II California Code of Regulations, Section 1896.4 and 1896.62.

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 the transaction, the awarded Contract, or project through which funds are passed to obtain the appearance of small business or micro business participation.

The Bidder must complete ATTACHMENT 10: COMMERCIALLY USEFUL FUNCTION (CUF) CERTIFICATION for each Small Business and/or DVBE (prime and/or subcontractor(s)). All Bidders and subcontractors identified in the proposal response to fulfill the requirements for one (1) or more of the socio-economic programs (DVBE and small business) must perform a commercially useful function (CUF) in the resulting Contract. CUF is defined pursuant to Military and Veterans Code §999(b)(5)(B) and Government Code §14837(d)(4)(A) for the DVBE and small business programs, respectively.

Bidder(s) may be required to submit additional written clarifying information regarding CUF on ATTACHMENT 10: COMMERCIALLY USEFUL FUNCTION (CUF) CERTIFICATION. Failure to submit the requested written information as specified may be the basis for rejection of the Bidder's proposal.

3.2.13.6. TARGET AREA CONTRACT PREFERENCE ACT (TACPA) (O)

Target Area Contract Preference Act (TACPA) will be granted to California-based firms in accordance with Government Code §4530 whenever contracts for goods or services are in excess of $100,000 and the Bidder meets certain requirements as defined in the California Administrative Code (Title 2, §1896.30 et seq.) regarding labor needed to produce the goods or provide the services being procured. The TACPA is optional on the part of the Bidder (not mandatory), is for proposal evaluation purposes only, and does not alter the amount of the awarded Contract.

Bidders wishing to take advantage of this preference will need to review the website below and submit the appropriate response forms as ATTACHMENT 11: TACPA PREFERENCE REQUEST FORMS with its proposal. The Bidder's draft (if applicable) and proposal may omit ATTACHMENT 11: TACPA PREFERENCE REQUEST FORMS if there is no intention to claim this preference.

The required applications/forms are as follows:

- TACPA (Std. 830)
- Bidder's Summary of Contract Activities and Labor Hours (DGS/PD 525)
- Manufacturer Summary of Contract Activities and Labor Hours (DGS/PD 526).

https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-Target-Area-Contract-Preference?search=tacpa

3.3. QUALIFICATION REQUIREMENTS

The Bidder is expected to have a proven record of success and be responsible for all aspects of the service, including any subcontractors and the project team/Key Staff proposed.

The Bidder must meet the mandatory Bidder Qualification and Reference requirements as well as the Key Staff Qualification and Reference requirements. Failure to meet any of the mandatory requirements may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

3.3.1. BIDDER QUALIFICATIONS (M)

The Bidder must complete and submit as part of the proposal response, ATTACHMENT 13: BIDDER QUALIFICATIONS FORM, to confirm that the Bidder's experience meets all the mandatory requirements identified in ATTACHMENT 13: BIDDER QUALIFICATIONS FORM. It is incumbent upon the Bidder to provide enough detail in proposal for the state to evaluate the Bidder's ability to meet the requirements and perform the services as described in this solicitation. Refer to ATTACHMENT 12: BIDDER QUALIFICATIONS FORM - INSTRUCTIONS for further requirements and instructions.

The Bidder must provide information for a minimum and maximum of three (3) relevant projects. A separate ATTACHMENT 13: BIDDER QUALIFICATIONS FORM must be submitted for each project cited. A cited project may be used to meet multiple requirements, and the Bidder may use multiple cited projects to meet the total experience required for a requirement in ATTACHMENT 13: BIDDER QUALIFICATIONS FORM. If more than three (3) Bidder Qualification Forms are submitted, only the first three (3) in the order presented in the proposal will be evaluated.

Unless stated otherwise, experience used to satisfy ATTACHMENT 13: BIDDER QUALIFICATIONS FORM must have occurred within ten (10) years prior to the Last day to submit proposal (referred to in

SECTION 2.3. KEY ACTION DATES). Cited project work must have been performed in the United States of America.

3.3.2. BIDDER REFERENCES (M)

The Bidder must complete and submit, as part of their proposal, a minimum and maximum of three (3) ATTACHMENT 14: BIDDER REFERENCE FORM, one for each of the three (3) projects cited on the corresponding ATTACHMENT 13: BIDDER QUALIFICATIONS FORM. If more than three (3) Bidder Reference Forms are submitted, only the first three (3) in the order presented in the proposal will be evaluated.

The purpose of the Bidder reference requirement is to provide the State with the ability to evaluate the Bidder’s experience in providing similar or relevant services to other organizations through a satisfaction rating provided by the Bidder’s previous project clients. The description of the cited projects must be detailed and comprehensive enough to permit the State to assess the similarity of those projects to the work anticipated for the Contract resulting from this solicitation.

Bidder Reference ratings will be calculated on a Pass/Fail basis. The lack of a response to any question or a rating of "0" (Unsatisfactory) or "No" for Yes/No questions on any Bidder Reference Form may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

ATTACHMENT 14: BIDDER REFERENCE FORM must be completed in its entirety, signed, and dated by a reference that performed a management or supervisory role on the reference project to be considered responsive. The ATTACHMENT 14: BIDDER REFERENCE FORM must be returned to the Bidder for submission with the proposal. Photocopies may be accepted as long as the form, response, and signature are legible. No information corrections or changes may be made to the reference form by the Bidder. Forms with alterations or changes to the entered information may deem the Bidder non-responsive and may be the basis for rejecting the Bidder’s proposal.

References may be contacted to validate submitted responses based on customer satisfaction in accordance with SECTION 6. EVALUATION. References must be external to a Bidder’s organization and corporate structure. Failure to provide verifiable references may cause the proposal to be rejected.

Prior to the Bidder using a current State employee as a reference, the Bidder shall contact the State Procurement Officer identified in SECTION 2.2.1. PROCUREMENT OFFICER, to ensure the current State employee is not a member of the Evaluation Team. In addition, only one (1) reference from the CPUC is permitted.

References must meet all the following criteria to receive a "Pass":

- Be from someone external to the Bidder’s organization and corporate structure.

- Be from a customer, public agency, or governmental entity.
- Be provided by an individual who: had management or supervisory oversight of the referenced services and can provide an objective evaluation of the Bidder's performance.
- Must not be current or former employees, subcontractors, or affiliates of the Bidder.
- Each project used for a reference must be a separate contract. Contract amendments or extensions to contracts do not qualify as separate projects.
- Must demonstrate the Bidder’s experience providing Contact Center Operations and Warehouse / Fulfillment Operations.
- Reflect the Bidder's ongoing operational responsibility, not advisory or pilot-only services.
- Demonstrate the Bidder’s ability to support regulated, public, or compliance-driven programs (e.g., government or quasi-government programs).
- Include a response to all questions on the Bidder Reference Form.

Verification:

a. References must be verifiable and available for confirmation.
b. Failure to provide verifiable references may result in a **Fail** determination.

Evaluation Outcome

i. **Pass = All criteria met**
ii. **Fail = One or more criteria NOT met**

3.3.3. KEY STAFF QUALIFICATIONS (MS)

The Bidder is fully responsible for all necessary staffing resources to successfully implement the Equipment Processing Center (EPC) system within the agreed upon schedule and to perform to the standards set forth in SECTION 22. Service Level Agreements (SLAs). The Bidder's staff may be comprised of Contractor Key Staff, critical Non-Key Staff, and any other Non-Key Staff that the Bidder requires to implement the Solution. A minimum of six (6) Contractor Key Staff are required to fill the roles required in the EXHIBIT A: STATEMENT OF WORK (SOW). Additional Contractor staff may also be necessary, at no additional cost to the State.

The Bidder must complete and submit Key Staff Qualification forms. The Bidder must provide complete information to confirm that each of the six (6) proposed Key Staff possess the experience and qualifications as specified for their project role. Refer to ATTACHMENT 15: KEY STAFF QUALIFICATIONS FORM – INSTRUCTIONS for further requirements and instructions.

The Bidder must cite a minimum of one (1) and a maximum of three (3) projects per proposed Key Staff to meet the requirements. If more than three (3) project forms are submitted, only the first three (3) projects

in the order presented will be evaluated.

Each cited project for each Key Staff must be submitted separately on the appropriate form. It is incumbent upon the Bidder to provide enough detail in the response for the State to evaluate the Bidder's proposed Key Staff's ability to meet the requirements and perform the services as described in this solicitation and the Contract.

The Bidder's proposed Key Staff must meet all the mandatoryqualification requirements. All experience used to meet the mandatory requirements must have occurred within the last ten (10) years prior to the Last day to submit proposal. The same resource cannot be assigned to meet multiple roles. Points will be awarded to Bidders that meet the criteria set forth in the relevant experience qualifications as specified in SECTION 6. EVALUATION.

The following Key Staff are required to perform the services as described in EXHIBIT A: STATEMENT OF WORK:

- Program Director
- Transition Director(s)
- Project Manager
- Contact Center Manager
- Warehouse Manager
- Training Manager

Per SECTION 12. Key Staff Requirements and Qualifications, II. Key Staff Qualifications, 2. Transition Director(s), Bidders may propose one (1) Transition Director for both Transition-In and Transition-Out or one (1) Transition Director for Transition-In and one (1) Transition Director for Transition-Out.

3.3.3.1. FULL-TIME/PART-TIME MONTH EQUIVALENTS DEFINITION

For each experience requirement (marked by "x") that is met or partially met on the referenced project, specify the number of full-time month equivalent (FTE) experience that the Staff accrued on the referenced project. For each period in which the Staff performed work applicable to the claimed experience for a minimum of twenty (20) workdays of a minimum total of one hundred sixty (160) hours (the minimum required to represent working full-time), the Staff accrues one (1) full-time month equivalent experience.

To calculate and report the full-time month equivalents experience for Staff who worked part-time (partial) on a referenced project, use the following calculation:

If the Staff worked half (½) time on a referenced project, experience should be pro-rated to one-half (½) or 0.5 month full-time month equivalent experience for each period in which the staff person worked a

minimum of eighty (80) hours over twenty (20) State Business Days in a month.

For each experience requirement that the Staff's work on a referenced project addresses, report the total number of full-time month equivalents' experience the Staff's work represents using the calculations as previously described in this section, which depend upon the time period (calendar period) during which the Staff worked on the referenced project and whether he/she worked on a full-time or some other basis.

Refer to the details in SECTION 6. EVALUATION on how the requirements will be scored as part of the overall evaluation.

3.3.4. KEY STAFF REFERENCES (M)

The Bidder must complete and submit as part of its proposal a Key Staff Reference Form for each of the projects cited on the corresponding Key Staff Qualifications Form. The Bidder must submit a minimum of one (1) and a maximum of three (3) completed Key Staff Reference Forms for each proposed Key Staff, with one (1) Key Staff Reference Form for each cited project.

The purpose of the Key Staff reference requirement is to provide the State the ability to evaluate the proposed Key Staff person's experience in providing similar or relevant services to other organizations through a satisfaction rating provided by the Key Staff person's previous project clients. The description of their projects must be detailed and comprehensive enough to permit the State to evaluate the work performed on the project meets the requirement(s).

Key Staff Reference Form must be completed in its entirety, and dated by a reference that performed a management or supervisory role on the referenced project to be considered responsive. The Key Staff Reference Form must be returned to the Bidder for submission with proposal.

No information corrections or changes may be made on the reference form by the Bidder. Forms with alterations or changes to the entered information may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

References may be contacted to validate submitted responses based on customer satisfaction in accordance with SECTION 6. EVALUATION. Failure to provide verifiable references may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

References must meet the following criteria:

- Must be from the company (customer) or Agency for which the project was developed and/or services provided.
- Must be someone who performs a management or supervisory role on the referenced project.
- Must be external to the Bidder's organization and corporate structure.

- Must not be from employees or individuals who have or are currently working for the Bidder.
- Each cited project must be separate contracts; contract amendments or extensions are considered as one project. Amendments to a contract cannot be submitted as separate projects.
- Must be able to provide an objective evaluation of the proposed Key Staff's performance.

If a reference is unable to sign the Key Staff Reference form due to legal, organizational, or employer policy restrictions, the reference may type their full name in lieu of a signature. References provided by current or former state employees are permitted provided that such individuals are not members of the Evaluation Team for this solicitation. No more than one (1) reference for the State may be submitted for each proposed Key Staff person. If more than three (3) Key Staff Reference Forms are submitted, only the first three (3) in the order presented in the proposal will be evaluated.

Prior to the proposed Key Staff person using a current State employee as a reference, the Bidder shall contact the State Procurement Officer identified in SECTION 2.2.1. PROCUREMENT OFFICER, to ensure the current State employee is not a member of the Evaluation Team. In addition, only one (1) reference from the CPUC is permitted.

3.4. SOLUTION REQUIREMENTS

This section contains the detailed deliverables and milestones requirements, and narrative response requirements pertaining to the proposed system that must be met in order to be considered responsive to this solicitation. In addition to meeting these requirements, the Bidder must adhere to EXHIBIT A: STATEMENT OF WORK.

3.4.1. DELIVERABLES AND MILESTONES TABLE (M)(MO)

The Bidder must complete and submit as part of its proposal, EXHIBIT B: DELIVERABLES AND MILESTONES TABLE. The Bidder must indicate compliance and confirmation to each applicable Task ID by marking “Yes” or “No” in the column labeled “Bidder Agrees to Meet the Task (Y/N)" in EXHIBIT B: DELIVERABLES AND MILESTONES TABLE. A blank or “NO” answer in this column may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

The Bidder must not alter the structure or the content of EXHIBIT B: DELIVERABLES AND MILESTONES TABLE.

Refer to the details in SECTION 6. EVALUATION on how the requirements will be scored as part of the overall evaluation.

3.4.2. NARRATIVE REQUIREMENTS (MS)

The Bidder must complete and submit as part of its proposal, ATTACHMENT 16: NARRATIVE

RESPONSE in response to the instructions and requirements specified in the Attachment.

Refer to SECTION 6.2.5.2. NARRATIVE RESPONSE(S) EVALUATION for details on how the requirement will be scored as part of the overall evaluation.

3.5. SITE VISIT

The State reserves the right to conduct an on-site visit of the Bidder's proposed work facility(ies) and/or review the Bidder's proposed operational environment(s) at any time during the evaluation and negotiation process, as determined necessary by the State in its sole discretion. Site visits and/or operational reviews may be used to assess operational readiness, facility capability (if applicable), security controls, supervision and monitoring capabilities, and the Bidder's ability to support the required EPC services.

At the State's sole discretion, an in-person site visit may be substituted with or supplemented by a virtual walkthrough or demonstration conducted via a State-approved conferencing platform. The Bidder shall cooperate fully and make relevant facilities, systems, documents, and personnel available upon reasonable notice.

4. COST

Cost is a primary evaluation criterion weighted at 50% of the total points.

This section contains the mandatory scored cost requirements that must be met in order to be considered responsive to this solicitation. All proposed costs for all line items must be all-inclusive, thereby including the cost of any and all services required in this solicitation.

The intent is to structure the cost format in order to facilitate a straightforward comparison among all Bidders and foster competition to obtain the best cost. Therefore, the Bidder is advised that failure to comply with the instructions, such as submission of an incomplete proposal, use of alternative cost structures or different formats than the one required, may be the basis for rejection of the Bidder’s proposal.

It is imperative that no cost information be included in the body of the proposal. Cost information must only be submitted in the Bidder’s Volume 2, Cost in accordance with SECTION 5.4.2. VOLUME 2: COST.

4.1. COST WORKBOOK (MS)

The Bidder must submit a completed EXHIBIT D: COST WORKBOOK in Volume 2, as part of their response, in accordance with the requirements specified in this section.

Services, features, equipment, and costs included in EXHIBIT D: COST WORKBOOK are those that the

Bidder must provide for the term of the Contract as identified in the EXHIBIT A: STATEMENT OF WORK, which includes all optional years.

4.2. COST WORKBOOK INSTRUCTIONS

The cost workbook includes the worksheet(s) that must be completed by the Bidder and submitted with its Proposal to be considered responsive. The cost workbook lists all cost elements required.

The Bidder is required to enter all cost data in the format prescribed by the cost workbook, even if there are no costs for the item indicated on the worksheet(s). In these instances the Bidder must indicate the cost as a zero ($0). In addition, if any character other than a numeral is used (e.g., a dash), the State will assume the cost of the item to be zero ($0). Items submitted with no price will be considered as offered at no cost. Costs cannot exceed two (2) decimal places.

Bidders are required to enter cost data only in the cells highlighted in green labeled "(Bidder Input)" on the submitted EXHIBIT D: COST WORKBOOK. The EXHIBIT D: COST WORKBOOK is auto-calculated and the Bidder must not modify formulas, protected cells, or worksheet structure except where expressly permitted in the workbook instructions. Any additional worksheets are provided for reference or supporting calculations as applicable. Bidders must use numeric values only and must not leave designated "(Bidder Input)" cells blank.

The Bidder's completed cost workbook must be submitted separately with its proposal no later than the date and time identified in SECTION 2.3. KEY ACTION DATES to be considered responsive. The cost workbook shall list all cost elements required to implement, maintain, and operate the proposed services in support of the CAC EPC. EXHIBIT D: COST WORKBOOK is the sole basis for proposed pricing. Bidders shall not submit fixed monthly, per-seat, or other alternative pricing structures unless expressly provided in EXHIBIT D: COST WORKBOOK. Bidders shall not include ERP-related costs, including CRM/D365 transition, ERP migration, ERP implementation, ERP technical integration, ERP platform administration, or ERP data-transfer costs, in their EXHIBIT D: COST WORKBOOK pricing.

See SECTION 5.3. DELIVERY OF SUBMITTALS for details surrounding the cost workbook submission.

Unless expressly permitted, Bidders must not modify worksheet structure, formulas, or protected cells. If the cost workbook is modified or cells are left blank, the State may be considered non-responsive and may be the basis for rejecting the Bidder's proposal. The cost workbook must be filled out completely or the State may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

The State has populated some of the cells with formulas, however it is the responsibility of the Bidder to ensure worksheets and calculations are correct and accurate. The State will not assume responsibility for any cost figures that do not calculate properly.

A detailed description of each worksheet is provided in the EXHIBIT D: COST WORKBOOK.

- Instructions tab: Refer to the EXHIBIT D: COST WORKBOOK for additional cost workbook instructions and information on how to complete the cost workbook.
- Cost tab: Bidder input sheet for all EPC scope line-item pricing and any required quantities in the designated green "(Bidder Input)" cells; formulas calculate subtotals and totals automatically.

4.3. SALES TAX

Sales tax is not to be included in EXHIBIT D: COST WORKBOOK. If awarded the Contract, sales tax, if applicable, should be added at time of invoicing. The sales tax rate applied should be based on the rate of the area where the service is to be provided. See California Department of Tax and Fee Administration Regulation 1502 (f) (1) (D).

5. PROPOSAL/BID FORMAT AND SUBMISSION REQUIREMENTS

These instructions identify the mandatory proposal format and the approach for the development and presentation of proposals. The format instructions must be followed, all requirements and questions in the solicitation must be completed, and all requested data must be supplied. The Bidder shall carefully examine the solicitation and be satisfied with the compliance conditions prior to submittal.

Bidder shall upload an electronic copy of its proposal, including the cost workbook, as specified in SECTION 5.4. PROPOSAL CONTENT AND STRUCTURE. It is important that Bidder’s electronic files that comprise its proposal are clearly labeled, or they may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

The State will not be liable for any costs incurred by any Bidder in responding to this solicitation, regardless of whether the State awards the Contract through this process, decides not to move forward with the project, cancels this solicitation for any reason, or Contracts for the project through other processes or by issuing another solicitation.

5.1. PREPARATION

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this solicitation document. High-definition graphics, multi-colored content, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the solicitation document instructions, responsiveness to the solicitation document requirements, and completeness and clarity of content.

5.2. COMPLETION OF PROPOSALS

Proposals must be complete in all respects as required. A proposal may be rejected if it is conditional, includes assumptions, includes exceptions that conflict with requirements or the intent of the effort, includes modifications to requirements, or if it contains any alterations of form or other irregularities of any kind. A proposal may be considered non-responsive and may be the basis for rejecting the Bidder's proposal if any such defect or irregularity from the solicitation document requirements. The proposal must contain all costs as required in SECTION 4. COST and SECTION 5. PROPOSAL/BID FORMAT AND SUBMISSION REQUIREMENTS .

5.3. DELIVERY OF SUBMITTALS

The Bidder must email the Procurement Officers by the due date specified in SECTION 2.3. KEY ACTION DATES, no more than two (2) contacts who will have access to the State's file-sharing site to electronically upload Bidder’s proposal. Once provided, an invitation to the State's file-sharing site will be sent to those individuals. It is the Bidder's responsibility to confirm receipt of the invitation with the Procurement Officers.

A separate file location will be created for each Bidder accessible only to the Bidder Contact(s).

The file-sharing site does not allow access from outside the Continental United States.

It is highly recommended that Bidders upload a test MS Word, MS Excel, and PDF file to each folder at least five (5) calendar days prior to the due date to test access to the State's file-sharing site. Upon successful upload, notify the Procurement Officers and the test file will be deleted. It is the Bidder's responsibility to gain access to the file-sharing site to submit their proposal.

The file-sharing site will provide a primary folder for each Bidder to submit their proposal. Each Bidder's folder will contain subfolders: Volume 1, Volume 2.

The Bidder contacts will be required to upload a complete copy of the Bidder’s proposal to the appropriate folders.

If a Bidder fails to request access to the file-sharing site by the due date specified in the Key Action Dates, the State cannot guarantee access to the site prior to the proposal submittal due date and no other submissions outside of the file-sharing site will be considered.

COST:

- The Bidder Contacts will be required to upload a complete copy of the Bidder’s EXHIBIT D: COST WORKBOOK in the appropriate cost folder.
- The Bidder’s EXHIBIT D: COST WORKBOOK file shall be titled with the [*Bidder's Name*] and

Project Name - *[CPUC 23NS0710 - EXHIBIT D: COST WORKBOOK*], and deposited in the folder labeled "Volume 2".

- The Bidder's cost workbook shall be in MS Excel format (version 2019 or higher).
- Prior to submission, Bidders MUST apply an encryption password to the cost workbook.
- The Bidder will be required to email the encryption password to the Procurement Officer and Secondary Procurement Officer at the same time the Bidder uploads their cost workbook.

If a file is uploaded in error to a file-sharing site folder, the Bidder may submit a request by email to the Procurement Officer prior to the last day to submit responses. **Do not upload compressed files (.zip files) onto the file-sharing site. Compressed files will not be accepted.**

Proposals must be received no later than the date and time specified in SECTION 2.3. KEY ACTION DATES. Late receipt of a proposal may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

5.4. PROPOSAL CONTENT AND STRUCTURE

It is the Bidder's responsibility to ensure its proposal is submitted in a manner that enables the State to easily locate all response descriptions, Attachments, and Exhibits for each requirement of this solicitation. Page numbers should be in the same position throughout the proposal. Figures, tables, charts, etc., should be assigned index numbers and should be referenced by these numbers in the text and in the Table of Contents. Figures, tables, charts, etc., should be placed as close to text references as possible. The proposal should be organized to identify the Attachments/Exhibits.

1. Show the following on each page of the proposal:
    a. Solicitation #23NS0710
    b. Name of Bidder
    c. Attachment/Exhibit Number
    d. Page number (Page # of ##)

2. Response components shall be submitted electronically using the Century Gothic typeface no smaller than twelve (12) points, with headers/footers and table/figures no smaller than ten (10) point font.
3. Documents must be formatted to fit, if printed, on 8.5" x 11" letter-size paper and have a perimeter margin no less than one-half inch (0.5").
4. Electronic copies of the proposal must be in Microsoft Office version 2019 or higher (e.g., MS Word, MS Excel, MS Visio, etc.). The Bidder may include a PDF version of its proposal; however, the Bidder must ensure PDF versions are identical in content and pagination. **The content of all PDF files must be searchable.** OR Soft copies of the proposal must be submitted in one (1) PDF document to the file-sharing site.
5. PDF versions of documents shall be used for those submissions of the proposal that require

signature.

6. The Bidder must ensure that no cost information of any type is included outside of the cost workbook. The inclusion of cost in any part of the proposal, except for Volume 2, may be the basis for rejection of the Bidder's proposal.
7. Bidders must ensure their proposal is submitted in the applicable file-sharing folder.
8. As stated in SECTION 2.4.5. CONFIDENTIALITY, proposals marked "confidential" or "proprietary" may exclude the Bidder from consideration for award.

5.4.1. VOLUME 1: RESPONSE TO ADMINISTRATIVE AND TECHNICAL REQUIREMENTS

Volume 1 submission must contain the following in this order:

1. Table of Contents (All parts of the proposal, including forms, must be identified by volume and page number. The Table of Contents must identify all figures, charts, graphs, etc.)
2. ATTACHMENT 3: FOLLOW-ON CONTRACT DISCLOSURE FORM
3. ATTACHMENT 4: COVER LETTER FORM
4. ATTACHMENT 5: RESPONSE TO ADMINISTRATIVE REQUIREMENTS FORM
5. ATTACHMENT 6: CONFIDENTIALITY STATEMENT FORM
6. ATTACHMENT 7: BIDDER DECLARATION GSPD 05-105
7. ATTACHMENT 8: BIDDING PREFERENCES AND INCENTIVES
8. ATTACHMENT 9: DVBE DECLARATIONS
9. ATTACHMENT 10: COMMERCIALLY USEFUL FUNCTION (CUF) CERTIFICATION
10. ATTACHMENT 11: TACPA PREFERENCE REQUEST FORMS
11. ATTACHMENT 13: BIDDER QUALIFICATIONS FORM
12. ATTACHMENT 14: BIDDER REFERENCE FORM
13. ATTACHMENT 15.1: Program Director - QUALIFICATIONS FORM
14. ATTACHMENT 15.2: Program Director - REFERENCE FORM
15. ATTACHMENT 15.3: Transition Director - QUALIFICATIONS FORM
16. ATTACHMENT 15.4: Transition Director - REFERENCE FORM
17. ATTACHMENT 15.5: Project Manager - QUALIFICATIONS FORM
18. ATTACHMENT 15.6: Project Manager - REFERENCE FORM
19. ATTACHMENT 15.7: Contact Center Manager - QUALIFICATIONS FORM
20. ATTACHMENT 15.8: Contact Center Manager - REFERENCE FORM
21. ATTACHMENT 15.9: Warehouse Manager - QUALIFICATIONS FORM
22. ATTACHMENT 15.10: Warehouse Manager - REFERENCE FORM)
23. ATTACHMENT 15.11: Training Manager - QUALIFICATIONS FORM
24. ATTACHMENT 15.12: Training Manager - REFERENCE FORM
25. ATTACHMENT 16: NARRATIVE RESPONSE
26. EXHIBIT B: DELIVERABLES AND MILESTONES TABLE

5.4.2. VOLUME 2: COST

Volume 2 submission must contain the:

1. EXHIBIT D: COST WORKBOOK (Must be password protected and the password must be emailed to the Procurement Officer and Secondary Procurement Officer at the same time the Bidder uploads the Cost Workbook). Refer to SECTION 4.2. COST WORKBOOK INSTRUCTIONS for detailed instructions.

6. EVALUATION

This section details the evaluation process and scoring procedures the State will follow when evaluating proposals submitted in response to this solicitation. The evaluation process is a multi-step review of each Bidder's proposal to determine that it is responsive, and provides a "value effective" solution to the State. The value effective proposal is the proposal that best meets all requirements set forth in this solicitation and any State-negotiated items.

The State reserves the right to modify or cancel this procurement in its entirety or in part at any time.

The State will use the following non-negotiable items to determine if a Bidder's proposal response is successful and the Bidder is eligible for Evaluations and Negotiations.

The State's non-negotiable item is listed below:

1. The vendor must be deemed eVAQ approved by the Last day to submit proposal, specified in SECTION 2.3. KEY ACTION DATES.

Any deviation of any requirement other than the non-negotiable items above, must be resolved to the State's satisfaction during negotiations and corrected in the Bidder's BAFO, if requested.

6.1. EVALUATION TEAM

This procurement is being conducted under the guidance of a Procurement Officers from CDT OSTP (refer to SECTION 2.2.1. PROCUREMENT OFFICER). The Procurement Officers will serve as the Bidder's point of contact for questions and clarification, and will identify the rules governing this procurement.

The State will establish an evaluation team consisting of California Public Utilities Commission State employees only, including management and staff, to review and evaluate proposals. The State Procurement Officers will provide guidance and oversight to the evaluation team. The State may engage additional qualified individuals or subject matter experts (SME) during the evaluation process to assist the State in gaining a better understanding of technical, financial, legal, contractual, or program issues. These

individuals/SME do not have voting privileges or responsibility for the evaluation process and will serve solely in an advisory capacity.

6.2. PROPOSAL EVALUATION

This section identifies how the State will evaluate and award points for each proposal in a manner that preserves the integrity of the competitive procurement process.

Proposals will be based on compliance with all requirements, with points allocated fifty percent (50%) for scored administrative, qualifications, and solution requirements. The remaining fifty percent (50%) will be allocated for Cost. The evaluation methodology and distribution and allocation of maximum points possible for each proposal component is provided in Table 6.2-1: Evaluation Scoring and Point Distribution.

Proposals will be evaluated using a combination of mandatory Pass/Fail and numerically scored criteria. All Bidders should read this section carefully to understand how points and scores are assigned.

A proposal may be rejected if it is conditional or incomplete, contradicts the requirements, contains alterations of any form, or contains other irregularities of any kind, including alterations to any terms and conditions.

Evaluation scoring will be made by consensus of the Evaluation Team members.

There are one thousand five hundred eighty (1,580.00) points available (790.00 non-cost points, and 790.00 cost points), excluding preferences and incentives. All point calculations will be rounded to the nearest hundredth (two (2) decimal places).

Table 6.2-1: Evaluation Scoring and Point Distribution

REQUIREMENT	SCORING ELEMENT	SCORING METHOD	MAX POINTS
NON-COST EVALUATION (max. 790.00 points)			
Administrative Requirements	M	Pass/Fail	N/A
Bidder Qualifications	M	Pass/Fail	N/A
Bidder References	M	Pass/Fail	N/A
Requirements for Proposed Key Staff			
Program Director - Qualifications Form	MS	Scored	60.00

REQUIREMENT	SCORING ELEMENT	SCORING METHOD	MAX POINTS
Program Director - Reference Form	M	Pass/Fail	N/A
Transition Director - Qualifications Form	MS	Scored	50.00
Transition Director - Reference Form	M	Pass/Fail	N/A
Project Manager - Qualifications Form	MS	Scored	60.00
Project Manager - Reference Form	M	Pass/Fail	N/A
Contact Center Manager - Qualifications Form	MS	Scored	40.00
Contact Center Manager - Reference Form	M	Pass/Fail	N/A
Warehouse Manager - Qualifications Form	MS	Scored	50.00
Warehouse Manager - Reference Form	M	Pass/Fail	N/A
Training Manager - Qualifications Form	MS	Scored	110.00
Training Manager - Reference Form	M	Pass/Fail	N/A
EXHIBIT B: DELIVERABLES AND MILESTONES TABLE	M	Pass/Fail	N/A
	MO	Pass/Fail	N/A
ATTACHMENT 16: NARRATIVE RESPONSE	MS	Scored	420.00
COST EVALUATION (max. 790.00 points)			
EXHIBIT D: COST WORKBOOK	M	Scored	790.00
MAXIMUM TOTAL POINTS AVAILABLE (WITHOUT PREFERENCE OR INCENTIVE POINTS APPLIED)			**1,580.00**

6.2.1. VALIDATION AGAINST REQUIREMENTS

The State will review each proposal in detail to determine its compliance with the solicitation requirements. The State reserves the right to use multiple means to validate and determine the Bidder's response to a requirement. This may be through details in its description and/or supporting documentation

provided or material that is publicly available, that may either support or contradict the Bidder's claim of intended compliance.

During the Proposal evaluation, the State may request the Bidder clarify any area of the proposal that the State determines to be unclear in accordance with SECTION 6. EVALUATION.

If a Bidder's proposal fails to meet a mandatory requirement, it will be considered a deviation in accordance with SECTION 2.4.1. IDENTIFICATION AND CLASSIFICATION OF SOLICITATION REQUIREMENTS.

6.2.2. ERRORS IN THE PROPOSAL

An error in the proposal may cause the rejection of that proposal; however, the State may at its sole option retain the proposal and make certain corrections. In determining if a correction will be made, the State will consider the conformance of the proposal to the format and content required by the solicitation, and any unusual complexity of the format and content required by the solicitation. If appropriate, errors may be corrected in accordance with the following:

1. If the Bidder's intent is clearly established based on review of the complete proposal submittal, the State may at its sole option correct an error based on that established intent.
2. If the State discovers obvious clerical or arithmetic errors, the State may, at its sole option, correct such errors. If the mathematical correction results in significant changes to the Bidder's response, the State will provide the Bidder the opportunity to validate the resulting correction.
3. It is essential that Bidders carefully review the cost elements in their proposals since they may not be provided the opportunity to correct errors after submission.
4. In the event an ambiguity or discrepancy between any of the State's solicitation documents, is detected after review of the bids, the State reserves the right to seek clarification and acceptance from the Bidder.
5. The Bidder is required to thoroughly review the solicitation to ensure that its proposal is fully responsive with the solicitation requirements and thereby avoid the possibility of being ruled non-responsive. It is the Bidder's responsibility to utilize the question and answer process to clarify any ambiguities in the solicitation requirements to ensure that the Bidder is submitting a responsive proposal.
6. At the State's sole discretion, it may declare all proposals to be Draft Proposals. Bidders may not protest the State's determination of all Proposals being declared Draft Proposals. If all proposals are declared to be Draft Proposals, the State may issue an addendum to this solicitation. Should this occur, confidential discussions may be held with Bidders that wish to remain under consideration. Each Bidder will be notified of the due date for the submission of a new Proposal to the State. This submission must conform to the requirements of the original RFP or as modified by an addendum. The new proposals will be evaluated as required by SECTION 6. EVALUATION.

6.2.2.1. BIDDER RESPONSE CLARIFICATION

The State may request that a Bidder clarify any area of their response that the State determines to be unclear. The State may also request clarification for areas that may render the proposal non-responsive to the requirements and provide Bidders the opportunity to resubmit a responsive proposal by the date and time specified by the State. However, if the Bidder does not resubmit a responsive proposal to the areas identified by the date and time specified by the State, the Bidder's proposal may be rendered non-responsive, and ineligible to proceed to the next phase of the solicitation process. Clarifications may be requested via writing or confidential discussion.

6.2.3. ADMINISTRATIVE REQUIREMENTS EVALUATION

All SECTION 3.2. ADMINISTRATIVE REQUIREMENTS labeled with (M) are mandatory, whereas Administrative Requirements labeled with (O) are optional. Bidders are not required to respond to optional requirements. Review of the proposals will begin with ensuring that the Bidder has responded to all mandatory Administrative Requirements. Unless otherwise required, e-Signatures or copies of an original signature are acceptable.

Administrative Requirements will be evaluated as a Pass/Fail. If a Proposal fails to meet any mandatory requirement specified in SECTION 3.2. ADMINISTRATIVE REQUIREMENTS, it may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

6.2.4. QUALIFICATION EVALUATION

All SECTION 3.3. QUALIFICATION REQUIREMENTS labeled with (M) and (MS) are mandatory. Bidders are not required to respond to optional requirements. Review of the proposals will begin with ensuring that the Bidder has responded to all mandatory Qualification Requirements.

Qualification Requirements will be evaluated as a Pass/Fail and, if applicable, points will be awarded. If a proposal fails to meet any mandatory requirement specified in SECTION 3.3. QUALIFICATION REQUIREMENTS, it may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

6.2.4.1. BIDDER QUALIFICATIONS EVALUATION

The State will evaluate Bidder qualifications using the information contained in the completed ATTACHMENT 13: BIDDER QUALIFICATIONS FORM. Descriptions of experience must be clear, concise, and apply directly to the requirements.

To aid the State in evaluating Bidder qualifications, the Bidder should use a MM/DD/YYYY format when indicating project start and end dates. If a Bidder submits a proposal using any other date format, the

State will count only the whole months or years between the start and end dates specified. For example, Bidder “A” cites start and end dates for a project as 2/1/2020 – 3/8/2023. The Bidder would only be credited with three (3) years and one (1) month of experience.

If a project end date is ongoing or exceeds the Last day to submit proposal, then the Bidder will receive credit for only the experience acquired up to the Last day to submit proposal specified in SECTION 2.3. KEY ACTION DATES. In this instance, Bidders are instructed to use the Last day to submit proposal as the end date of ongoing projects. Concurrent project timeframes (overlapping dates) will only count once for calculating the number of years and months of qualification experience.

If the number of years and months for a project was not indicated on the Bidder Qualification form “Experience gained on this cited Project” and the Bidder checked “yes” to meeting the total experience on the project cited, then the Bidder will only receive experience credit for the minimum number of years required for that requirement **OR** will receive the number of years indicated on the start/end date of the Bidder Qualification form, whichever is less.

Bidders that do not complete and submit all required Bidder qualification forms with their proposal may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

6.2.4.2. BIDDER REFERENCES EVALUATION

The State will evaluate the Bidder's references using the information provided in each ATTACHMENT 14: BIDDER REFERENCE FORM.

Bidders that do not return the required reference forms may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

Bidder Reference ratings will be calculated on a Pass/Fail basis. The lack of a response to any question or a rating of "0" (Unsatisfactory) or "No" for Yes/No questions on any Bidder Reference Form may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

If the State wishes to validate the claimed information and experience listed on a Bidder Reference Form, the State will make two (2) attempts via email or phone to the reference contact identified on the Bidder Reference Form. The Bidder should ensure that its Bidder Reference Form contacts are available for validation during the evaluation period identified in SECTION 2.3. KEY ACTION DATES.

If the State has not received a response from the reference contact after the first contact attempt, a second attempt will be made. If no response is received after the second contact attempt, the State will seek assistance from the Bidder requesting the reference to respond to the State within forty-eight (48) hours of the second contact attempt.

If the State remains unable to contact the reference, the Bidder's proposal may be considered non-responsive and may be the basis for rejecting the Bidder's proposal for failure to provide a verifiable reference.

6.2.4.3. KEY STAFF QUALIFICATIONS EVALUATION

The State will evaluate Key Staff Qualifications and experience using the information contained in the Bidder's Key Staff Qualification Forms.

To aid the State in evaluating Key Staff qualifications, the Bidder should use a MM/DD/YYYY format when indicating project start and end dates on the Key Staff Qualification forms. If a Bidder submits a response using any other date format, the State will count only the whole months or years between the start and end dates specified.

If a project end date is ongoing or exceeds the proposal due date, then the Key Staff member will receive credit for only the experience acquired up to the proposal due date, as shown on SECTION 2.3. KEY ACTION DATES. Concurrent project timeframes (overlapping dates) will only count once for calculating the number of years and months of qualification experience for Key Staff.

For each proposed Key Staff role, the Evaluation Team will evaluate the completed applicable role-specific Key Staff Qualification Form(s) and ATTACHMENT 15: KEY STAFF QUALIFICATIONS FORM – INSTRUCTIONS for compliance with the instructions specified in the form and in SECTION 3.3.3. KEY STAFF QUALIFICATIONS (MS). The proposed Key Staff person must meet all mandatory minimum qualification requirements for the applicable role in order for the proposal to remain responsive.

For proposed Key Staff that satisfy the mandatory minimum qualification requirements, the State will award points for the scored qualification requirements using the scoring criteria and point values stated in the applicable role-specific Key Staff Qualification Form. Where the applicable form permits the Bidder to use multiple cited projects to meet the total experience required for a scored qualification, the Evaluation Team may consider cumulative experience across the cited projects; however, overlapping time periods will count only once. The maximum points available for each Key Staff role are identified in SECTION 6.2. PROPOSAL EVALUATION , Table 6.2-1: Evaluation Scoring and Point Distribution. The State will award points only to the extent that the Bidder's submitted Key Staff Qualification Form(s) validate the claimed experience.

If the State is unable to validate that the information supplied qualifies for any mandatory scored experience points, no points will be awarded for such experience.

6.2.4.4. KEY STAFF REFERENCES EVALUATION

The Bidder must complete and submit one (1) Key Staff Reference Form using the applicable Attachment

for each Key Staff project cited in the Key Staff Qualification Forms.

Each Key Staff Reference Form must be from a reference contact who performed a management or supervisory role on the cited project.

All Key Staff Reference Forms must be returned with the proposal response. Proposals that do not include the required Key Staff Reference Forms may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

The Evaluation Team will validate claimed Key Staff experience specified in the Key Staff Qualification Forms using the corresponding Key Staff Reference Form for each project cited to meet the mandatory (M) experience. If the State is unable to validate the claimed experience meets the (M) requirement, the response may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

Key Staff Reference ratings will be calculated on a Pass/Fail basis. The lack of a response to any question or a rating of "0" (Unsatisfactory) on any Key Staff Reference Form may be considered non-responsive and may be the basis for rejecting the Bidder’s proposal.

If the State wants to validate the claimed information and experience listed on a Key Staff Reference Form, the State will make two (2) attempts via email or phone to the reference contact identified on the Key Staff Reference Form to validate the claimed information and experience. The Bidder should ensure that its Key Staff Reference Form contacts are available for validation during the evaluation period identified in SECTION 2.3. KEY ACTION DATES. Reference contacts listed on the Key Staff Reference Forms must be the same contact person listed on the corresponding Key Staff Qualification Forms.

If the State has not received a response from the reference contact after the first contact attempt, a second attempt will be made. If no response is received after the second contact attempt, the State will seek assistance from the Bidder requesting the reference to respond to the State within forty-eight (48) hours of the second contact attempt.

If the State remains unable to contact the reference, the Bidder’s proposal may be considered non-responsive and may be the basis for rejecting the Bidder's proposal for failure to provide a verifiable reference.

6.2.5. SOLUTION REQUIREMENTS EVALUATION

All SECTION 3.4. SOLUTION REQUIREMENTS labeled with (M) and (MS) are mandatory. Review of the proposals will begin with ensuring that the Bidder has responded to all mandatory Solution Requirements.

Solution Requirements will be evaluated as a Pass/Fail and, if applicable, points will be awarded. If a proposal fails to meet any mandatory requirement specified in SECTION 3.4. SOLUTION

REQUIREMENTS , it may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

6.2.5.1. DELIVERABLES AND MILESTONES EVALUATION

The State will evaluate the EXHIBIT B: DELIVERABLES AND MILESTONES TABLE, which lists deliverables. A “Yes” response in the “Yes/No” column indicates the Bidder agrees to produce and meet each deliverable and milestone identified therein. The Evaluation Team will evaluate the Bidder’s responses to confirm compliance.

A “No” response to any of the Mandatory (M) or Mandatory Optional (MO) items may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

The Bidder must not modify the format, add columns, or include explanatory text to its response or otherwise change the content of EXHIBIT B: DELIVERABLES AND MILESTONES TABLE.

6.2.5.2. NARRATIVE RESPONSE(S) EVALUATION

The State will evaluate the narrative responses using the information contained in the completed ATTACHMENT 16: NARRATIVE RESPONSE.

For each Task ID in EXHIBIT B: DELIVERABLES AND MILESTONES TABLE that is marked “Yes” in the column “Bidder is Required to Provide Narrative Response,” the applicable grouped narrative responses will be evaluated based on how well that grouped narrative response addresses each related Task ID. Therefore, points for grouped narrative responses will be awarded a maximum of ten (10.00) points per Task ID it addresses. For example, Narrative Section 2 includes Task ID's 6.4, 6.10, 6.11, and 6.17, so Bidders will be awarded a maximum of ten (10.00) points for Task ID's 6.4, 6.10, 6.11, and 6.17 for a total maximum of forty (40.00) points for Narrative Section 2.

Points will be awarded for each narrative-required Task ID as detailed in Table 6.2.5.2-1: Narrative Scoring Criteria. The percentage awarded for each Task ID will be applied to the maximum ten (10.00) points available for that Task ID, is as follows: 100% = 10.00 points; 80% = 8.00 points; 60% = 6.00 points; 0% = 0.00 points.

Table 6.2.5.2-1: Narrative Scoring Criteria

SCORING CRITERIA	RATING	PERCENTAGE OF POINTS POSSIBLE
• The response clearly identifies the	Excellent	100%

applicable Deliverable and Task ID(s). • The response addresses all material elements of the applicable narrative requirement(s). • The response provides a clear, specific, and thorough explanation of the Bidder's proposed approach, including relevant methodology, processes, controls, roles/ responsibilities, schedule/timeline where applicable, and any anticipated challenges and mitigations relevant to the Task ID(s). • The response demonstrates a strong understanding of the requirement(s) and a high degree of confidence in the Bidder's ability to perform them.		
• The response addresses the applicable narrative requirement(s), but is less specific, less complete, or less well-supported than an Excellent response. • The response demonstrates an adequate understanding of the requirement(s) and a generally acceptable approach to performance, but includes minor ambiguities, omissions, or weaknesses.	Acceptable	80% - 99.99%
• The response provides only a limited, high-level, or conclusory explanation of the applicable narrative requirement(s), or largely restates the requirement and/or the Bidder's agreement to perform it, with minimal supporting detail. • The response demonstrates only a minimal understanding of the requirement(s), but still provides enough information for the Evaluation Team to	Minimal	60% - 79.99%

determine basic responsiveness.		
• The response does not address the applicable narrative requirement(s), or is so incomplete, vague, or deficient that the Evaluation Team cannot reasonably determine the Bidder's approach or capability; OR • No response provided	Deficient	0% - 59.99%

Any Narrative response receiving zero (0) points will not result in the proposal being deemed non-responsive.

6.2.6. COST EVALUATION

After SECTION 3. PROPOSAL REQUIREMENTS have been evaluated, the evaluation team will evaluate the cost workbook (Bidder's response to Volume 2) for those Bidders whose proposals have been deemed responsive. If a Bidder is determined non-responsive, its cost workbook may remain unopened.

If a Bidder's cost workbook fails to meet the password protection requirement, the State may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

The Total Cost points are weighted at fifty percent (50%) of the maximum available points for this solicitation. The maximum Cost Evaluation score for this solicitation is seven hundred ninety (790.00) points.

All proposed costs for all line items must be all-inclusive, thereby including the cost of any and all associated services and deliverables required in this solicitation to implement and maintain the full solution through the term of the Agreement.

The intent is to structure the pricing format to facilitate a straightforward comparison among all Cost submissions and foster competition to obtain the best market pricing. Consequently, California Public Utilities Commission requires that each Bidder's cost information be in the format identified in EXHIBIT D: COST WORKBOOK. Bidders are advised that failure to comply with the instructions listed, such as submission of incomplete proposals or use of alternative pricing structures or different formats than the one requested, may result in the rejection of Bidder's proposal.

Any elements not specifically priced or identified in the Bidder's cost workbook, or those that are identified after Contract Award as necessary to meet the requirements of this solicitation, will be at no additional cost to the State.

NOTE: It is imperative that no cost information be included anywhere outside of EXHIBIT D: COST WORKBOOK may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

6.2.6.1. COST SCORE CALCULATION

All cost worksheets will be validated to verify completeness and mathematical accuracy. If appropriate, errors will be corrected in accordance with SECTION 6.2.2. ERRORS IN THE PROPOSAL. After costs have been verified for accuracy, the Bidder with the lowest proposed Total Cost will receive the maximum score of seven hundred ninety (790.00) points. All other Bidders will receive a proportionally lower score using the ratio of the lowest proposed Total Cost to the Bidder’s proposed Total Cost applied to the maximum of 790.00 points, as shown in Table 6.2.6.1-1 below:

Table 6.2.6.1-1: Bidder Total Cost Score Formula

$\frac{\text{(Lowest proposed Total Cost)}}{\text{(Bidder’s proposed Total Cost)}}$	X 790.00 points = Bidder Total Cost score

The total evaluated cost score calculation in Table 6.2.6.1-2, Example of Bidder Total Cost Score Calculation illustrates that Bidder C proposed the lowest Total Cost and received the maximum points possible.

Table 6.2.6.1-2: Bidder Total Cost Score Calculation

BIDDER	BIDDER'S TOTAL COST	CALCULATION				BIDDER'S TOTAL COST SCORE
A	$25,000,000	($15,000,000 / $25,000,000)	X	790.00 points	=	474.00 points
B	$20,000,000	($15,000,000 / $20,000,000)	X	790.00 points	=	592.50 points
C	$15,000,000	($15,000,000 / $15,000,000)	X	790.00 points	=	790.00 points

NOTE: Cost amounts and point values in this example are illustrative only and have no other significance.

6.2.7. SOCIOECONOMIC PROGRAMS EVALUATION

Bidders who claim preference points will be evaluated to determine whether they submitted the required forms, documents, exhibits, and/or the responses necessary to validate their qualification and eligibility for the claimed preference(s). If the State determines that the submitted information is insufficient or that the required documents do not otherwise validate the eligibility for points in any of the claimed programs, then the points for that program will not be added to the Bidder's final overall proposal score. If the State is able to validate the Bidder's claim, the qualified preference points will be applied to the Bidder's final overall proposal score as illustrated in Table 6.2.8-1 Bidder Final Score Calculation provided that the Bidder's proposal is not otherwise determined to be non-responsive to any mandatory requirements.

The total proposal score calculation is shown in Table 6.2.7-1, Example of Bidder Total Proposal Score Calculation.

Table 6.2.7-1: Bidder Total Proposal Score Calculation

BIDDER	BIDDER'S TOTAL NON-COST SCORE		BIDDER'S TOTAL COST SCORE		BIDDER'S TOTAL PROPOSAL SCORE
A	600.00 points	+	474.00 points	=	1,074.00 points
B	740.00 points	+	592.50 points	=	1,332.50 points
C	790.00 points	+	790.00 points	=	1,580.00 points

NOTE: Point values in this example are illustrative only and have no other significance.

6.2.7.1. DVBE INCENTIVE EVALUATION

In accordance with §999.5(a) of the Military and Veterans Code, for evaluation purposes only, the State shall provide an incentive to Bidders who provide California-certified DVBE participation that exceeds the mandatory California-certified DVBE participation goal in the amounts shown in Table 6.2.7.1-1 DVBE Participation Incentive Formula.

The State will verify DVBE and apply the incentive accordingly. The DVBE Incentive points are a percentage of the total possible points. The maximum incentive for this procurement is five percent (5%) of the total points available, and is based on the amount of DVBE participation confirmed. Table 6.2.7.1-1 below is an illustration of this calculation:

Table 6.2.7.1-1: DVBE Incentive Formula

CONFIRMED DVBE PARTICIPATION	DVBE INCENTIVE PERCENTAGE	DVBE INCENTIVE POINTS
≥ 5%	5%	79.00 (1,580 x .05)
4% - 4.99%	4%	63.00 (1,580 x .04)
3.% - 3.99%	3%	47.40 (1,580 x .03)
<3%	0%	0.00

6.2.7.2. SMALL BUSINESS PREFERENCE EVALUATION

The State will verify Small Business/Non-Small Business preference claim and apply the five percent (5%) preference accordingly. Refer to +SECTION 3.2.13.5. SMALL BUSINESS PREFERENCE (O)and SECTION 3.2.13.4. NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCE (O)for more information.

In accordance with Government Code §14835 et seq., Bidders who qualify as a small business will be given a five percent (5%) preference for evaluation purposes only. The five percent (5%) preference is calculated on the total number of points awarded to the highest scoring non-small business that is responsive to the proposal requirements. The rules and regulations of this law, including the definition of a small business for the delivery of goods and services, are contained in the California Code of Regulations, Title 2, § 1896 et seq.

This five percent (5%) small business preference is also available to a non-small business claiming 25% California certified small business subcontractor participation. The five percent (5%) preference is calculated on the total number of points awarded to the highest scoring non-small business that is responsive to the proposal requirements and that is not subcontracting a minimum of 25% to a small business. Non-small business Bidders claiming the five percent (5%) small business preference must commit to subcontract at least 25% of the net proposal price with one (1) or more California certified small businesses.

Completed certification applications and required support documents must be submitted to the Department of General Services Office of Small Business and DVBE Services (OSDS) no later than 5:00 p.m. on the proposal due date, and the OSDS must be able to approve the application as submitted. Questions regarding certification should be directed to the OSDS at (916) 375-4940.

For an illustration of this process, refer to the example in Table 6.2.7.2-1, Small Business Preference Points Calculation. Points in this example explain the calculations and have no other significance.

The preference points for Bidders A and B are based on five percent (5%) of the Bidder proposal score of Bidder C, the highest scorer of a non-small business, which is (1,580.00 points) x (.05) = 79.00 points (rounded). Bidder C, which is neither a small business nor a non-small business subcontracting a minimum of 25 percent (25%) to a small business, receives no small business preference points.

Table 6.2.7.2-1: Small Business Preference Points Calculation

BIDDER	BIDDER TOTAL PROPOSAL SCORE	SMALL BUSINESS PREFERENCE CLAIM?	NON-SMALL BUSINESS PREFERENCE CLAIM?	SMALL BUSINESS PREFERENCE POINTS AWARDED
A	1,074.00 points	Yes	No	79.00 points
B	1,332.50 points	No	Yes	79.00 points
C	1,580.00 points	No	No	0.00 points

NOTE: Calculation is based on 5% of the Bidder with the highest “Bidder proposal score” that is a non-small business. In the example Table 6.2.7.2-1, Bidder C has the highest non-small business score.

6.2.7.3. TACPA PREFERENCE EVALUATION

The State will give preferences in accordance with the Government Code § 4530-4535.3, for Bidders that are California home based and qualify for claimed preferences under the Target Area Contract Preference Act (TACPA) by completing and returning the appropriate forms described in the solicitation. Where multiple preferences are claimed, the State will verify eligibility for the preferences and evaluate and apply preferences in accordance with the law.

Available evaluation preferences under TACPA are limited to nine percent (9%), five percent (5%) worksite, and one percent (1%) up to four percent (4%) workforce of the lowest total proposal price or fifty thousand dollars ($50,000.00), whichever is less. The TACPA preference is a dollar preference, applied against the Bidder’s proposed cost, before cost is evaluated and converted to points.

The State will verify and apply TACPA preference accordingly. The TACPA preference does not apply when the worksite is fixed by the terms of the Contract.

6.2.8. BIDDER FINAL SCORE CALCULATION

The evaluation team will calculate the Bidder's final score. Table 6.2.8-1, Bidder Final Score Calculation, illustrates the Bidder's final score that incorporates both preference and incentive points:

Table 6.2.8-1: Bidder Final Score Calculation

BIDDER	BIDDER TOTAL PROPOSAL SCORE	SMALL BUSINESS PREFERENCE POINTS AWARDED	VERIFIED DVBE %	DVBE INCENTIVE POINTS AWARDED	BIDDER FINAL SCORE
A	1,074.00 points	79.00 points	3%	47.40 points	1,200.40 points
B	1,332.50 points	79.00 points	4%	63.20 points	1,474.70 points
C	1,580.00 points	0.00 points	5%	79.00 points	1,659.00 points

NOTE: Bidder's final score calculation in Table 6.2.8-1 is an example that explains the calculations and has no other significance.

6.2.9. PROPOSAL RANK DETERMINATION

The State will determine which Bidder has the highest combined score for the bid requirements and cost, up to the maximum points, plus any preference and/or incentive points. The State will rank all qualified proposals by the Bidder's final score. Table 6.2.9-1 demonstrates how the final ranking determination is made:

Table 6.2.9-1: Example of Final Score and Rank Determination

REQUIREMENT	MAX SCORE	BIDDER A	BIDDER B	BIDDER C
Administrative Requirements	Pass/Fail	Pass	Pass	Pass
Bidder Qualifications	Pass/Fail	Pass	Pass	Pass

Bidder References	Pass/Fail	Pass	Pass	Pass
Program Director - Qualifications Form	60.00	40.00	60.00	60.00
Program Director - Reference Form	Pass/Fail	Pass	Pass	Pass
Transition Director - Qualifications Form	50.00	30.00	40.00	50.00
Transition Director - Reference Form	Pass/Fail	Pass	Pass	Pass
Project Manager - Qualifications Form	60.00	40.00	50.00	60.00
Project Manager - Reference Form	Pass/Fail	Pass	Pass	Pass
Contact Center Manager - Qualifications Form	40.00	20.00	40.00	40.00
Contact Center Manager - Reference Form	Pass/Fail	Pass	Pass	Pass
Warehouse Manager - Qualifications Form	50.00	30.00	40.00	40.00
Warehouse Manager - Reference Form	Pass/Fail	Pass	Pass	Pass
Training Manager - Qualifications Form	110.00	80.00	110.00	110.00
Training Manager - Reference Form	Pass/Fail	Pass	Pass	Pass
EXHIBIT B: DELIVERABLES AND MILESTONES TABLE	Pass/Fail	Pass	Pass	Pass
ATTACHMENT 16: NARRATIVE RESPONSE	420.00	360.00	400.00	420.00
Total Non-Cost Score	790.00	600.00	740.00	790.00

Total Cost Score	790.00	474.00	592.50	790.00
TOTAL PROPOSAL SCORE	1,580.00	1,074.00	1,332.50	1,580.00
Initial Rank (Before preferences and incentives)		**3**	**2**	**1**
DVBE Participation claimed	Yes/No; %	3%	4%	5%
DVBE Incentive Points	79.00	47.40	63.20	79.00
Small Business claimed	Yes/No	Yes	No	No
Small Business Preference Points	79.00	79.00	0.00	0.00
Non-Small Business Claimed	Yes/No	No	Yes	No
Non-Small Business Preference Points	79.00	0.00	79.00	No
BIDDER FINAL SCORE	**1,738.00**	**1,200.40**	**1,474.70**	**1,659.00**
FINAL RANK		**3**	**2**	**1**

7. NEGOTIATIONS

This solicitation is being conducted under the authority of CDT pursuant to Public Contract Code (PCC) §6611, which provides the authority to use a competitive negotiation process when the State's business needs or the purpose of a procurement or contract is known, but negotiation is necessary to ensure the State receives the best value or the most cost-efficient goods, services, information technology, and telecommunications technology.

Negotiations allow the State and Bidder an opportunity to discuss items that could, in the State's opinion, enhance the Bidder's proposal and potential for award. Negotiations are not intended to allow a Bidder to completely rewrite its proposal. The negotiations are exchanges between the State and the Bidder, which are undertaken with the intent of allowing the Bidder to revise its proposal only in areas determined by the State during the negotiation process. Negotiations will be conducted either orally or in writing.

The State will use the following non-negotiable items to determine if a Bidder's proposal response is successful and the Bidder is eligible for Evaluations and Negotiations.

The State's non-negotiable item(s) is listed below:

1. The vendor must be deemed eVAQ approved by the Last day to submit proposal, specified in SECTION 2.3. KEY ACTION DATES

If a Bidder’s proposal deviates from any of the non-negotiable items above, the proposal will be rejected and not considered for negotiation or Contract Award. Any deviation of any requirement other than the non-negotiable items above, must be resolved to the State’s satisfaction during negotiations and corrected in the Bidder’s BAFO, if requested.

The State may discuss any aspect of the Bidder’s proposal that could, in the opinion of the State, be altered or explained to enhance the proposal’s potential for award. However, the State is not required to discuss every area where the Bidder’s proposal could be improved. The scope and extent of negotiation exchanges are the matter of the State’s judgment. The State reserves the right to modify or cancel this Solicitation in its entirety or in part at any time.

At the State’s discretion, the State will determine the topics for negotiation and reserves the right to revise the scoring criteria for Best and Final Offer evaluation to obtain a value effective solution.

Award of a contract, if made, will be to the Bidder that meets and/or exceeds the State’s requirements and provides the best value to the State. All aspects of the Bidder’s proposal are confidential until after the issuance of the notification of award.

7.1. PROCEEDING TO NEGOTIATIONS

At the discretion of the State, up to the top three (3) highest scoring, responsive Bidders will be determined eligible to participate in the negotiation process.

NOTE: In the event no responsive bids are received, the State at its discretion may proceed to negotiations with all Bidders that submitted a bid.

The negotiations may or may not result in a Contract award.

7.2. NEGOTIATION INVITATION

Bidder(s) invited to participate in negotiations will receive an Invitation to Negotiate with the following information:

1. The general purpose and scope of the negotiations;

2. The anticipated schedule for the negotiations;
3. The procedures to be followed for negotiations; and
4. Confirmation of negotiation attendance within two (2) working days of invitation.

The Bidder(s) must submit any additional information requested by the State by the due date specified in the Invitation to Negotiate letter.

7.3. BEST AND FINAL OFFER SUBMISSION (BAFO)

At the conclusion of negotiations, the State may request a best and final offer (BAFO) submission. The intent of the BAFO is to clarify and document understandings reached during negotiations. The State will include a date and time for submission of the BAFO. A Bidder's BAFO is an irrevocable offer for one hundred and eighty (180) calendar days following the Contract Award date specified in SECTION 2.3. KEY ACTION DATES. A Bidder may extend the offer in the event of a delay in the Contract Award.

7.4. EVALUATION OF BAFO SUBMISSION

The State will evaluate the BAFO submission based on topics negotiated. BAFOs will be evaluated using the criteria and methodologies described in SECTION 6. EVALUATION or a BAFO addendum, if issued for purposes of this solicitation's negotiations.

8. CONTRACT AWARD

Contract Award, if made, will be to the Bidder that meets and/or exceeds the State's requirements and provides the best value to the State and will occur pursuant to the Key Action Dates of the solicitation document specified in SECTION 2.3. KEY ACTION DATES. However, the State, at its sole option, may change the Contract Award date.

The State will publish a Notification of Award to all Bidders that have submitted a proposal in response to this solicitation. Notification of Award will be sent at the time of Agreement execution.

All aspects of the Bidder's proposal are confidential until after the issuance of the Notification of Award.

9. DEBRIEFING

A debriefing may be held within fifteen (15) calendar days following Contract award at the request of any Bidder for the purpose of receiving specific information concerning the evaluation. The discussion will be based primarily on the qualifications, solution requirements and cost evaluations of the Bidder's proposal. A debriefing is not the forum to challenge the solicitation specifications or requirements. Statements made during the debrief are non-binding on the State and are intended for informational purposes only.

10. PROTESTS

This procurement process does not include any provisions to protest either the process or resulting contract award(s). However, pursuant to PCC § 6611(d), an unsuccessful Bidder may file a petition for a writ of mandate in accordance with Section 1085 of the Code of Civil Procedure. The venue for the petition for a writ of mandate will be Sacramento, California.

ATTACHMENT 1: TEMPLATE FOR QUESTION SUBMITTAL/ REQUEST FOR CHANGES

The Bidder is required to use the format listed below when submitting questions and request for changes to the Procurement Officer listed in SECTION 2.2.1. PROCUREMENT OFFICER. Written questions and request for changes must be submitted in Microsoft Excel or Word version. Instructions are as follows:

Name of Bidder – Provide the name of the bidding firm

Contact Person – Provide the name of the person to contact if the State needs clarification about the question.

Contact Email and Phone Number – Provide the email and phone number (including area code) for the listed contact person.

Q # – Sequentially number each question/request for change, always starting at one (1) for each submission.

Section/Document(s) – Identify the section or document the request pertains to, such as “Request for Proposal, SECTION 3.3.3. KEY STAFF QUALIFICATIONS (MS).”

Page # – Identify the page number of the section/document name or title the question pertains to.

Question/Request for Change – Write the question and/or request for change in this column. If the Bidder is requesting a change, the Bidder must apply track changes to ensure the requested change is evident.

Bidder’s Rationale for Change Requests - Provide an explanation for the requested change.

Expand or reduce the number of rows to accommodate the number of questions.

QUESTION/REQUEST FOR CHANGES FORM				
Name of Bidder:				
Contact Person:				
Contact Email and Phone Number:				
Q	**Section/Document(s)**	**Page**	**Question/Request for Change**	**Bidder's Rationale**

QUESTION/REQUEST FOR CHANGES FORM				
#		**#**		**for Change Request**
1				
2				
3				
4				

ATTACHMENT 2: Intent to Bid

The Bidder should complete and submit this form per the instructions in SECTION 2.2.3. INTENT TO BID .

Bidder's Legal Company/Firm Name: _____

INTENT TO BID SELECTION (select one):	
☐	Intends to submit a bid and has no issues with the solicitation requirements. **Bidder shall provide OSTP-approved eVAQ number: _____**
☐	Intends to submit a bid but has one (1) or more issue(s) with the requirements. *(Use ATTACHMENT 1: TEMPLATE FOR QUESTION SUBMITTAL/REQUEST FOR CHANGES and submit by the dates specified in SECTION 2.3. KEY ACTION DATES.)* ***Bidder shall provide OSTP-approved eVAQ number:*** _____
☐	Does not intend to submit a bid and has one (1) or more issues(s) with the solicitation requirements. *(Use ATTACHMENT 1: TEMPLATE FOR QUESTION SUBMITTAL/ REQUEST FOR CHANGES and submit by the dates specified in SECTION 2.3. KEY ACTION DATES.)*

Provide two (2) contacts who will need access to the State's file sharing site for uploading the proposal (Refer to SECTION 5.3. DELIVERY OF SUBMITTALS):		
INFORMATION	**PRIMARY CONTACT**	**SECONDARY CONTACT**
Name:		
Title/Role:		
Phone Number:		
E-Mail:		

The Bidder's Authorized Representative or Corporate Officer:	
Bidder/Firm Name:	
Printed Name of Authorized Representative:	
Title/Role:	
Phone Number:	
Email:	
Signature:	
Date:	

ATTACHMENT 3: FOLLOW-ON CONTRACT DISCLOSURE FORM

1. Background Information

PCC Section 10365.5 generally prohibits a person, firm, or subsidiary thereof that has been awarded a consulting services contract from submitting a bid for and/or being awarded an agreement for, the provision of services, procurement of goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of a consulting services contract.

PCC Section 10365.5 does not apply to any person, firm, or subsidiary thereof that is awarded a subcontract of a consulting services agreement that totals no more than 10 percent of the total monetary value of the consulting services agreement.

Consultants/employees of a firm that provides consulting advice under an original consulting contract are not prohibited from providing services as employees of another firm on a follow-on contract, unless the persons are named contracting parties or named parties in a subcontract of the original contract.

PCC Section 10365.5 does not distinguish between intentional, negligent, and/or inadvertent violations. A violation could result in disqualification from bidding, a void contract, and/or imposition of criminal penalties.

2. Contract Disclosure

Bidder to select the appropriate box below.

☐	I hereby certify that neither my firm nor any subcontractor that my firm intends to use under the contract resulting from this procurement, is currently providing consulting services to the state under a state contract (or as a subcontractor providing more than 10 percent of dollar value of a consulting service contract with the state) or has provided such services within five (5) years prior to the release of this solicitation that are related in any manner to the services, goods, or supplies being acquired pursuant to this solicitation. **Bidder must sign below.** This option is likely to apply to bidding firms that do not currently and/or never have provided consultant services to the state.
☐	Attached is a disclosure of current and/or prior consulting services provided by my firm or a proposed subcontractor to the state under a state contract within five (5) years prior to the release of this solicitation that may be related in some manner to the services, goods, or supplies being acquired pursuant to this solicitation. In addition, provide a detailed explanation why your firm is not prohibited from bidding under PCC Section 10365.5. Please also refer to the Department of General Services'

	Management Memo 07-04 for additional information regarding the follow-on contracting prohibition, which is located at https://www.dgs.ca.gov/Resources/ManagementMemos **Bidder must sign below and attach a detailed disclosure.**

The Bidder's Authorized Representative or Corporate Officer:	
Bidder/Firm Name:	
Printed Name of Authorized Representative:	
Title/Role:	
Signature:	
Date:	

ATTACHMENT 4: COVER LETTER FORM

The Bidder must complete and submit this form with its proposal.

COVER LETTER REQUIREMENTS	BIDDER AGREES YES/NO
The Bidder agrees this proposal is an irrevocable offer per SECTION 2.4.8. IRREVOCABLE OFFER	☐ Yes ☐ No
The Bidder agrees to the terms and conditions of this solicitation and accepts responsibility as the Prime Contractor if awarded the contract resulting from this solicitation.	☐ Yes ☐ No
The Bidder agrees to having available staff with the appropriate skills to complete the contract for all services as described in this solicitation and SOW.	☐ Yes ☐ No
The Bidder has completed and submitted the eVAQ application and has been deemed approved by OSTP. **Bidder shall provide OSTP approved eVAQ number:**	☐ Yes ☐ No
The Bidder must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. Refer to General Provision Section 22 for the GenAI Disclosure Obligations.	☐ Yes ☐ No
This form is signed by an individual who is authorized to bind the bidding firm contractually. The individual's name must also be typed, and include the title or position that the individual holds in the firm. An unsigned bid may be rejected.	☐ Yes ☐ No

Bidder's Information	
Bidding Firm's Legal Name:	
Bidding Firm's Address:	
Printed Name of Authorized Representative:	
Title/Role:	
Address:	
Phone Number:	

Bidder's Information	
Email:	
Signature:	
Date:	

ATTACHMENT 5: RESPONSE TO ADMINISTRATIVE REQUIREMENTS FORM

The Bidder must complete and submit this form by indicating agreement to each of the administrative requirements in the table below as described in SECTION 3.2. ADMINISTRATIVE REQUIREMENTS. By indicating "Yes," the Bidder affirms that it understands the requirement and agrees to comply with the requirement. Answering "No" to any of the mandatory administrative requirements in the proposal will deem the Bidder non-responsive and may be the basis for rejecting the Bidder's proposal.

RFP 23NS0710 - SECTION 3.2. ADMINISTRATIVE REQUIREMENTS	**Bidder Agrees Yes / No**
SECTION 3.1. PREQUALIFICATION REQUIREMENTS	☐ Yes ☐ No
SECTION 3.2.1. COVER LETTER (M)	☐ Yes ☐ No
SECTION 3.2.2. ADMINISTRATIVE REQUIREMENTS DOCUMENT (M)	☐ Yes ☐ No
SECTION 3.2.3. CONFIDENTIALITY STATEMENT (M)	☐ Yes ☐ No
SECTION 3.2.4. ABILITY TO PERFORM	☐ Yes ☐ No
SECTION 3.2.5. PRIMARY BIDDER	☐ Yes ☐ No
SECTION 3.2.6. SUBCONTRACTORS	☐ Yes ☐ No
SECTION 3.2.6.1. BIDDER DECLARATION FORM (M)	☐ Yes ☐ No
SECTION 3.2.7. AMENDMENT	☐ Yes ☐ No
SECTION 3.2.8. FINANCIAL RESPONSIBILITY INFORMATION	☐ Yes ☐ No
SECTION 3.2.9. GENERAL PROVISIONS	☐ Yes ☐ No
SECTION 3.2.10. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) DISCLOSURE (M)	☐ Yes ☐ No
SECTION 3.2.11. STATEMENT OF WORK	☐ Yes ☐ No
SECTION 3.2.11.1. INSURANCE COVERAGE	☐ Yes ☐ No
SECTION 3.2.12. PRODUCTIVE USE REQUIREMENTS	☐ Yes ☐ No
SECTION 3.2.12.1. CUSTOMER IN-USE	☐ Yes ☐ No
SECTION 3.2.12.2. HARDWARE/EQUIPMENT	☐ Yes ☐ No

RFP 23NS0710 - SECTION 3.2. ADMINISTRATIVE REQUIREMENTS	Bidder Agrees Yes / No
SECTION 3.2.13. SOCIOECONOMIC PROGRAMS	☐ Yes ☐ No

ATTACHMENT 6: CONFIDENTIALITY STATEMENT FORM

The Bidder must complete and submit this form with its proposal.

As an authorized representative or corporate officer of the company name below, I have the authority to bind the company contractually, and I agree that all persons employed by this company will adhere to the following policy:

All information belonging to the California Department of Technology (CDT) or its affiliated agencies is considered sensitive and confidential and cannot be disclosed to any person or entity that is not directly approved to participate in the work required to execute this Agreement.

I certify that I will keep all project information including (but not limited to) information concerning the planning, processes, development or procedures of the project, and all communication with CDT or its affiliates related to any procurement process, confidential and secure. I will not copy, give or otherwise disclose such information to any other person unless CDT has on file a Confidentiality Statement signed by the other person(s), and the disclosure is authorized and necessary for the project. I understand that the information to be kept confidential includes, but is not limited to, specifications, administrative requirements, terms and conditions, concepts and discussions, as well as written and electronic materials. I further understand that if I leave this project before it ends, I must still keep all project information confidential. I agree to follow any instructions provided by the project relating to the confidentiality of project information.

I fully understand that any unauthorized disclosure I make may be basis for civil and/or criminal penalties. I agree to advise the Procurement Officer immediately in the event of an unauthorized disclosure, inappropriate access, misuse, theft or loss of data.

I warrant that if my company is awarded the Contract, it will not enter into any agreements or discussions with a third party concerning such materials prior to receiving written confirmation from the State that such third party has an agreement with the State similar in nature to this one.

All materials provided for this Project, except where explicitly stated will be promptly returned or destroyed, as instructed by the Procurement Officer. If the materials are destroyed and not returned, a letter attesting to their complete destruction, which documents the destruction procedures, must be sent to the Procurement Officer before payment can be made for services rendered. In addition, all copies or derivations, including any working or archival backups of the information, will be physically and/or electronically destroyed within five (5) calendar days immediately following either the end of the Contract period or the final payment, as determined by the contracting Agency/state entity.

In addition to all the confidentiality requirements set forth in the General Provisions, upon Contract award, Bidder to submit a signed confidentiality statement from all personnel, agents, and subcontractors

assigned to the awarded Contract.

The Bidder's Authorized Representative or Corporate Officer	
Bidder/Firm Name:	
Printed Name of Authorized Representative:	
Title/Role:	
Phone Number:	
Email:	
Signature:	
Date:	

ATTACHMENT 7: BIDDER DECLARATION GSPD 05-105

In accordance with SECTION 3.2.6.1. BIDDER DECLARATION FORM (M) , the Bidder must complete and submit with its proposal the Bidder Declaration GSPD-05-105 form.

The form and its instructions are available as a fill and print PDF at: https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/gspd05-105.pdf

ATTACHMENT 8: BIDDING PREFERENCES AND INCENTIVES

The Bidder must complete all of the sections below and submit with its proposal.

1. SMALL BUSINESS PREFERENCE:
   Bidder must check the appropriate box from the choices below.

SMALL BUSINESS PREFERENCE	
☐	I am a DGS certified Small Business and claim the Small Business Preference. My DGS Small Business certification number is:
☐	I have recently filed for DGS Small Business certification. I have not yet been certified, but I am claiming the Small Business Preference.
☐	I am not a DGS certified Small Business, but 25% or more of the net bid price will go to a DGS certified Small Business subcontractor(s) performing a Commercially Useful Function and therefore, I am claiming the Small Business preference. Bidder must complete and submit ATTACHMENT 7: BIDDER DECLARATION GSPD 05-105, indicating the percentage of the net bid price that will be received by each DGS certified Small Business subcontractor. The form can be found at the following link: https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/gspd05-105.pdf
☐	I am not claiming the Small Business Preference.

2. DVBE INCENTIVE:
   Bidder must check the appropriate box from the choices below.

DVBE INCENTIVE	
☐	I am a DGS certified DVBE and claim the DVBE Incentive. My DGS DVBE certification number is:
☐	I have recently filed for DGS DVBE certification. I have not yet been certified, but I am claiming the DVBE Incentive.

DVBE INCENTIVE	
☐	I am not a DGS certified DVBE, but a percentage of the net bid price will go to a DGS certified DVBE subcontractor(s) performing a Commercially Useful Function and therefore, I am claiming the DVBE Incentive. Bidder must complete and submit a ATTACHMENT 7: BIDDER DECLARATION GSPD 05-105, indicating the percentage of the net bid price that will be received by each DGS certified DVBE subcontractor. The Bidder must also complete and submit an ATTACHMENT 9: DVBE DECLARATIONS, for each DVBE subcontractor, signed by the DVBE owner/ manager. The forms can be found at the following links: https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/gspd05-105.pdf https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_843.pdf
☐	I am not claiming the DVBE Incentive.

3. TARGET AREA CONTRACTOR PREFERENCE ACT (TACPA):
   Bidder must check the appropriate box from the choices below.

TACPA PREFERENCE	
☐	I am not claiming the TACPA Preference.
☐	I am claiming the TACPA Preference. Bidder must complete and submit ATTACHMENT 11: TACPA PREFERENCE REQUEST FORMS. The forms can be found at the following link: https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-Target-Area-Contract-Preference?search=tacpa

ATTACHMENT 9: DVBE DECLARATIONS

In accordance with SECTION 3.2.13.2. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM (M), the Bidder must complete and submit with its proposal the STD. 843, Disabled Veteran Business Enterprise Declarations form.

The form and its instructions are available as a fill and print PDF at: https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_843.pdf

ATTACHMENT 10: COMMERCIALLY USEFUL FUNCTION (CUF) CERTIFICATION

The Bidder must complete and submit this form with its proposal.

Bidder name
Subcontractor Name (submit one form for each SB/DVBE (prime and/or subcontractor(s))

Mark all that apply: ☐ DVBE ☐ Small Business ☐ Micro Business

All certified small business (SB), micro business (MB), and/or DVBE Contractors, subcontractors or suppliers must meet the commercially useful function requirements under Government Code Section 14837 (for SB), Military and Veterans Code Section 999 (for DVBE), and Title II California Code of Regulations, Section 1896.4 and 1896.62.

Answer questions 1-5 below, as they apply to your company for the goods and/or services being acquired in this solicitation. A California certified SB, MB, or DVBE business must be deemed to perform a Commercially Useful Function (CUF) by meeting **ALL** of the following CUF requirements for Contract award consideration.

CUF Requirements			
1.	Is responsible for the execution of a distinct element of the resulting Contract.	Yes ☐	No ☐
2.	Carries out its obligation by actually performing, managing, or supervising the work involved.	Yes ☐	No ☐
3.	Performs work that is normal for its business services and functions.	Yes ☐	No ☐
4.	Is responsible, with respect to products, inventories, materials, and supplies required for the Contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment. If this is a SERVICE with **NO** goods involved, check **N/A** and go to #5.	Yes ☐	No ☐ or N/A ☐
5.	Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.	Yes ☐	No ☐

If the answer to any of the five (5) questions is “NO” (except for #4 when marked with “N/A”), may result in

your proposal being deemed non-responsive.

The Bidder must provide a written statement below detailing the role, services and goods the subcontractor(s) will provide to meet the commercially useful function requirement. If the Bidder is not claiming a SB or DVBE, indicate “Not claiming a preference” in the box below.

Written Statement or Statement of No Claim

At the State’s option prior to award, the Bidder may be required to submit additional written clarifying information.

By signing this form, the undersigned Bidder certifies that the Certified Small Business or DVBE satisfies the Commercially Useful Function requirement, and will provide the role, services, and/or goods stated above.

The Bidder's Authorized Representative or Corporate Officer	
Printed Name of Authorized Representative:	
Title/Role:	
Signature:	
Date:	

ATTACHMENT 11: TACPA PREFERENCE REQUEST FORMS

In accordance with SECTION 3.2.13.6. TARGET AREA CONTRACT PREFERENCE ACT (TACPA) (O), the Bidder must complete and submit with its proposal the required applications/forms.

The required applications/forms are as follows:

- TACPA (Std. 830)
- Bidder's Summary of Contract Activities and Labor Hours (DGS/PD 525)
- Manufacturer Summary of Contract Activities and Labor Hours (DGS/PD 526).

https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-Target-Area-Contract-Preference?search=tacpa

ATTACHMENT 12: BIDDER QUALIFICATIONS FORM - INSTRUCTIONS

The Bidder must complete ATTACHMENT 13: BIDDER QUALIFICATIONS FORM with the qualifying project information being used to meet the mandatory qualifications (and if applicable, desirable qualifications) as required for this project. A separate ATTACHMENT 13: BIDDER QUALIFICATIONS FORM must be completed for each project used to meet the mandatory qualifications.

ATTACHMENT 13: BIDDER QUALIFICATIONS FORM will be used by California Public Utilities Commission to evaluate Bidder's qualifications. The Bidder must specify the required experience in the pertinent row for each requirement in ATTACHMENT 13: BIDDER QUALIFICATIONS FORM. Use additional forms as needed to complete each response. Any conflicting information may result in the proposal being deemed non-responsive.

For the purposes and context of the Bidder qualifications forms and reference forms only, the term "Project" is defined as an individual effort or contract where the Bidder was the Prime Contractor on the cited contract.

Box 1, Bidder: Provide the company name of the Bidder submitting the proposal.

Box 2, Project Name: Provide the name of the qualifying project used to meet the required experience.

Box 3, Name of Company for whom the project was completed: Identify the company or government agency for whom the project was completed.

Box 4, Contact name and information of the Bidder's reference: Identify the contact information from whom the project was completed. Enter the name, title, e-mail address, and phone number for the reference contact for the project. By submitting a proposal, the Bidder declares that the reference person identified is/was employed by the company identified in Box 3. This reference must be the same person identified in the ATTACHMENT 14: BIDDER REFERENCE FORM. This person must have been:

- From the end user of the development project.
- In a management or supervisory role for the project.
- Not from another Contractor or contracting company.
- Not be an employee of the bidding company.
- Not be an employee of the State who is a member of the Evaluation Team. Prior to Last day to submit proposal, and prior to using a current State employee as a reference, the Bidder shall contact the State Procurement Officer identified in SECTION 2.2.1. PROCUREMENT OFFICER to ensure the current State employee is not a member of the Evaluation Team. In addition, only one (1) reference from the CPUC is permitted.

Boxes 5 and 6, Start Date and End Date: Provide the start and end date that the Bidder worked on the cited project using MM/DD/YYYY format.

- All experience must have occurred within the last ten (10) years prior to the Last day to submit proposal (referred to in SECTION 2.3. KEY ACTION DATES), unless stated otherwise.
- For projects that are currently ongoing, experience will be calculated only for the work performed up to the solicitation due date.

Box 7, Project Description: Provide a brief description of the nature of the Bidder's cited project.

Box 8, Bidder was Prime Contractor: Check the appropriate response, “Yes” or “No”. If the “No” box is checked, time spent on that project will not count towards Bidder experience.

Box 9, Contract Amount: Provide the dollar amount of the contract value in US dollars.

Box 10, Instructions for documenting the years of experience gained from the project cited.

Note: It is the Bidder’s responsibility to ensure that each mandatory experience requirement is met in full and is addressed in the Bidder qualification forms in order for the State to determine compliance to the requirements. If the State cannot determine that the years of experience for each of the mandatory experience requirements have been met, Bidder’s proposal may be deemed non-responsive.

For terms used in ATTACHMENT 13: BIDDER QUALIFICATIONS FORM, applicable technical terms and acronyms are defined in ATTACHMENT 22: GLOSSARY OF TERMS.

ATTACHMENT 13: BIDDER QUALIFICATIONS FORM

The Bidder may use multiple projects to meet the total experience required for each mandatory experience. All experience cited must have occurred within the last ten (10) years of the Last day to submit proposal referred to in SECTION 2.3. KEY ACTION DATES. A separate form must be completed for each project cited.

BIDDER QUALIFICATION FORM		
1	Bidder:	
2	Project Name:	
3	Name of Company for whom the Project was completed:	
4	Contact Name and Information of the Bidder's Reference:	
5	Start Date (MM/DD/YYYY):	
6	End Date (MM/DD/YYYY):	
7	Project Description:	
8	Bidder was Prime Contractor	☐ Yes ☐ No
9	Contract Amount:	$
10	**Documenting instructions when a minimum number of years of experience is required.** For each mandatory experience listed below, • Check “Yes” if the total years of experience required for that requirement is fully met on this cited project; or • Check “Partial” if this cited project provides some, but not all, of the experience required for that requirement; or • Check “No” if this cited project does not provide experience applicable to that requirement. If "Partial" or "Yes" is checked, enter the years and/or months of “Experience gained on this cited Project” and describe the Bidder's role and responsibilities performed on the project in the “Description of services provided” field. “Partial” alone does not satisfy a requirement. However,	

BIDDER QUALIFICATION FORM	
	the Bidder may use multiple cited projects to meet the minimum experience required for a requirement, provided the combined cited experience clearly demonstrates that the requirement is met. The Bidder must ensure that each project description clearly addresses how the cited project meets each component of the applicable mandatory requirement.

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project
11	Mandatory (M)	Five (5) years of experience operating and managing a large-scale customer contact center that supports Californians with disabilities or equivalent populations, with services that include: • Multi-channel access (voice, TTY, IP Relay, chat, video, email, and web). • ADA-compliant and accessible communication solutions. • Handling high call volumes while maintaining industry-standard service levels (ASA, abandon rate, FCR, etc.). • Staff training in cultural and linguistic competency, including ASL and multilingual services. • Compliance with California Public Utilities Commission (CPUC) program requirements or equivalent state/federal regulations.	5 Years	☐ Yes Yr. ___ Mo.___ ☐ Partial Yr. ___ Mo.___ ☐ No

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project
		Bidder must provide a description of the project(s) cited, including scope, call volumes supported, accessible technologies deployed, compliance with disability access requirements, and measurable performance outcomes achieved in the description below.		
	Provide a description of the work performed on the cited project and how it meets this requirement:			

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project
12	Mandatory (M)	Five (5) years of experience demonstrating the ability to integrate warehouse and inventory management functions with contact center operations, including fulfillment and shipping of assistive telecommunications devices statewide. Bidder must provide details on how the Bidder managed device distribution	5 Years	☐ Yes Yr. ___ Mo.___ ☐ Partial Yr. ___ Mo.___ ☐ No

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project
		logistics, ensured ADA-compliant packaging and delivery, and maintained accuracy of inventory and consumer fulfillment in the description below.		
	Provide a description of the work performed on the cited project and how it meets this requirement:			

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project
13	Mandatory (M)	Three (3) years of experience demonstrating the ability to comply with CPUC reporting and performance requirements, including: • Monthly/quarterly performance dashboards. • Consumer satisfaction surveys and resolution tracking. • SLA monitoring and corrective action implementation. Bidder must provide examples of CPUC or equivalent regulatory	3 Years	☐ Yes Yr. ___ Mo.___ ☐ Partial Yr. ___ Mo.___ ☐ No

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project
		reporting, including metrics tracked, systems used (CRM, D365, etc.), and processes to ensure compliance with CPUC reporting and performance requirements in the description below.		
	Provide a description of the work performed on the cited project and how it meets this requirement:			

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience
14	Mandatory (M)	Demonstrate sufficient financial capacity to carry out all obligations under this Contract. This includes the ability to: • Absorb and sustain operational costs, labor, inventory, and fulfillment expenses for a minimum of 60–90 days prior to reimbursement by the CPUC. • Maintain adequate cash flow to support payroll, warehouse operations, equipment purchases, shipping, and other	N/A	☐ Yes - Provide documentation demonstrating financial capacity and briefly identify below the documentation submitted. ☐ No

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience
		contract-related expenditures without interruption. • Provide evidence of financial stability, which may include audited financial statements for the past three (3) fiscal years, proof of positive net worth and adequate working capital, a letter of credit, line of credit capacity from a recognized financial institution, or other comparable documentation demonstrating financial stability. Bidder must provide documentation demonstrating the Bidder's financial capability to sustain operations under this contract and briefly identify the documentation submitted below. Documentation may include liquidity ratios, lines of credit, audited financial statements, or other comparable assurances of financial health.		
	Briefly identify the documentation submitted:			

ATTACHMENT 14: BIDDER REFERENCE FORM

Purpose: Based on the satisfaction ratings received from the Bidder's references, the State will use the ratings to rate the Bidders.

Instructions to Bidder: Complete Part A, items 1-8 of this form, attach the corresponding ATTACHMENT 13: BIDDER QUALIFICATIONS FORM and send to references to complete Part B, items 10-19. Once this form is completed, the Bidder must submit it with its proposal.

The Bidder must complete and submit a Reference Form for each corresponding project cited on ATTACHMENT 13: BIDDER QUALIFICATIONS FORM.

Bidder Reference ratings will be calculated on a Pass/Fail basis. The lack of a response to any question or a rating of "0" (Unsatisfactory) or "No" for Yes/No questions on any Bidder Reference Form may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

Instructions to the Bidder's Reference: Complete Part B, items 10-19 of this form using the rating scale in "Reference Satisfaction Rating" field (item 9). Rate your satisfaction with the Bidder who performed the services described in item 8, Project Description & Bidder's role on the project, and confirm that the information in Part A is consistent and corresponds with ATTACHMENT 13: BIDDER QUALIFICATIONS FORM attached. Complete the bottom of this form and return the form to the Bidder.

PART A: TO BE COMPLETED BY BIDDER		
1	Bidder:	
2	Project Name:	
3	Name of Company for whom the Project was completed:	
4	Contact Name and Information of the Bidder's Reference:	
5	The Bidder was the Prime Contractor for this Project:	☐ Yes ☐ No
6	Bidder's Start and End Dates on the Project:	
7	Contract Amount:	$
8	Project Description & Bidder's	

PART A: TO BE COMPLETED BY BIDDER		
	role on the project:	

PART B: TO BE COMPLETED BY BIDDER'S REFERENCE					
9	Reference Satisfaction Rating: Using the following scale to rate the Bidder's overall performance on the services provided: 0 = Unsatisfactory, 1 = Marginal, 2 = Satisfactory, 3 = Exceeds Expectations **Circle only one number for each question (10-19) below.**	**Reference Ratings**			
10	How would you rate the Bidder's ability to perform system implementation activities?	0	1	2	3
11	How would you rate the Bidder's ability to meet project milestones and/or timelines?	0	1	2	3
12	How would you rate the quality of the Bidder's deliverables?	0	1	2	3
13	How would you rate the Bidder's effectiveness at managing project resources?	0	1	2	3
14	How would you rate the Bidder's effectiveness at providing skilled personnel timely when needed throughout the term of the contract?	0	1	2	3
15	How would you rate the quality of work and professionalism of the Bidder's personnel?	0	1	2	3
16	How would you rate the Bidder's effectiveness at providing quality and timely responses to customer questions, concerns, and issues?	0	1	2	3
17	How would you rate the effectiveness of the Bidder's change management (e.g., scope, requirements, etc.) process?	0	1	2	3
18	How would you rate the Bidder's willingness and ability to accommodate your organization's working style and constraints?	0	1	2	3

PART B: TO BE COMPLETED BY BIDDER'S REFERENCE					
19	How would you rate the Bidder's overall performance?	0	1	2	3

By completing this reference form, I declare the following:

1. I have reviewed the information contained in Part A, items 1-8 above, and ATTACHMENT 13: BIDDER QUALIFICATIONS FORM and the information is true and correct;
2. I am/was employed by the company for whom the project was completed; and
3. I performed a management or supervisory role on the cited project.

TO BE COMPLETED BY BIDDER'S REFERENCE	
Signature:	
Printed Name:	
Date:	
Title or role on the project:	
Email:	
Phone:	

ATTACHMENT 15: KEY STAFF QUALIFICATIONS FORM – INSTRUCTIONS

The Bidder must complete and submit each applicable Key Staff Qualification Form with the qualifying project information being used to meet the mandatory qualifications and, where applicable, the mandatory scored qualifications as required for this project. A separate Key Staff Qualification Form must be completed for each cited project. Use additional forms as needed. Any conflicting information may result in the proposal being deemed non-responsive.

For purposes of the Key Staff Qualification Forms and Key Staff Reference Forms only, "Project" is defined as an individual effort or contract on which the proposed Key Staff performed work relevant to the cited qualification requirement.

Box 1, Bidder: Provide the company name of the Bidder submitting the proposal.

Box 2, Key Staff Name: Provide the name of the Bidder's proposed Key Staff.

Box 3, Project Name: Provide the name of the qualifying project in which the proposed staff gained experience to meet the requirement(s).

Box 4, Name of Company for whom the Project was completed: Provide the company or government agency for whom the project was completed.

Box 5, Contact Name and Information of the Key Staff's Reference: Provide the contact information from whom the project was completed. Enter the name, title, e-mail address and phone number for the reference contact for the project. By submitting a proposal, the Bidder declares that the reference person identified is/was employed by the company identified in Box 4. The reference must be the same person identified in the Key Staff Reference Form. This person must have been:

- From the client/end user organization for whom the cited project's services were performed;
- In a management or supervisory role for the project or contract performance;
- Not from another Contractor or contracting company;
- Not be an employee of the bidding company; and
- Not be an employee of the California Public Utilities Commission (CPUC), including California Connect (CAC) staff and/or any member of the solicitation evaluation team..

Boxes 6 and 7, Staff Start Date and End Date: Provide the start and end dates the key staff worked on the cited project using MM/DD/YYYY format.

- All experience used to meet Key Staff Mandatory Qualifications must have occurred within the last ten (10) years prior to the Last day to submit proposal.

- Experience may be cumulative across multiple projects and does not need to be gained on a single project or during consecutive periods.
- For projects that are currently ongoing, experience will be calculated only for the work performed up to the proposal due date.

Box 8, Full-time/Part-time: Check the appropriate box for time proposed Key Staff worked on the cited project. Refer to SECTION 3.3.3.1. FULL-TIME/PART-TIME MONTH EQUIVALENTS DEFINITION for additional details on calculating experience.

Box 9, Project Description: Provide a brief description of the nature of the proposed Key Staff's cited project.

Box 10, Contract Amount: Provide the dollar amount of the contract value in U.S. dollars.

Box 11, Follow the instructions on the form for documenting the years and/or months of experience gained from the cited project.

Note: It is the Bidder's responsibility to ensure that each mandatory experience requirement is met in full and is addressed in the Key Staff qualification forms so the State can determine compliance. If the State cannot determine that the required experience has been met, the Bidder's proposal may be deemed non-responsive.

Definitions:

1. **Key Staff Reference:** A reference who (a) worked for the client/end-user organization for whom the cited project was performed, (b) served in a management/supervisory role over the project or the contract performance, and (c) is external to the Bidder's corporate structure.
2. **Client / End-user organization:** The external organization receiving the services (public sector or private sector) and responsible for accepting deliverables/performance.
3. **Public sector client:** A government entity (federal, state, local, or special district) or a government-administered public program.
4. **State program designed to assist persons with disabilities:** A state-administered program whose mission includes providing services, benefits, equipment, or access to individuals with disabilities.
5. **Contact center operations:** Ongoing management/operation of a consumer-facing contact center function, including staffing, scheduling, training/QA, performance management, and customer support workflows, including accessibility-sensitive service delivery where applicable.
6. **Warehouse/logistics operations:** Receiving, inventory control, storage, fulfillment/shipping, returns/refurbishment, and warehouse workforce management.
7. **Large and complex EPC services transition:** A coordinated transition of **EPC operational services** (contact center and warehouse/distribution operations) between vendors or operational

environments that requires (1) documented transition planning and governance, (2) continuity of customer service and fulfillment with minimal disruption, (3) knowledge transfer of standard operating procedures, staffing/training, quality assurance/performance reporting, inventory/control processes, and security/privacy practices, and (4) **coordination with the client and other Contractors (e.g., ERP Contractor) for required access, interfaces, data handoffs, and workflow alignment,** without making the Contractor the prime implementer or owner of the ERP system itself.

8. **Transition-In (if applicable) / Transition-Out (if applicable):** Activities required to assume (Transition-In) or hand off (Transition-Out) responsibility for EPC operational services, including knowledge transfer, staffing and training ramp-up or ramp-down, standard operating procedure handoff, reporting and performance metric handoff, inventory control process handoff, and coordination with the State and other Contractors for required access, interfaces, and workflow alignment.
9. **EPC services:** CAC equipment-related contact center support and warehouse distribution center operations, including coordination with the ERP Contractor for workflows/integrations.

ATTACHMENT 15.1: Program Director - QUALIFICATIONS FORM

The Bidder may use multiple projects to meet the total experience required for each mandatory experience and, if applicable, desirable experience. All experience cited must be within the last ten (10) years of the Last day to submit proposal referred to in SECTION 2.3. KEY ACTION DATES. A separate form must be completed for each project cited.

KEY STAFF QUALIFICATIONS FORM		
1	Bidder:	
2	Key Staff Name:	
3	Project Name:	
4	Name of Company for whom the Project was completed:	
5	Contact Name and Information of Proposed Staff's Reference:	
6	Staff Start Date (MM/DD/YYYY):	
7	Staff End Date (MM/DD/YYYY):	
8	Key Staff Work Schedule	☐ Full-time ☐ Part-time
9	Project Description:	
10	Contract Amount:	$
11	**Documenting instructions when a minimum number of years of experience is required.** For each mandatory experience listed below, • Check “Yes” if the total years of experience required for that requirement is fully met on this cited project; or	

KEY STAFF QUALIFICATIONS FORM	
	• Check “Partial” if this cited project provides some, but not all, of the experience required for that requirement; or • Check “No” if this cited project does not provide experience applicable to that requirement. If "Partial" or "Yes" is checked, enter the years and/or months of “Experience gained on this referenced project” and describe the Key Staff's role and responsibilities performed on the project in the “Description of services provided” field. The Bidder must ensure that each description clearly addresses how the work performed on the project meets each of the minimum qualification components of the Mandatory Experience Requirement, as defined in each of the requirements.

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project
12	Mandatory Scored (MS)	Five (5) years of experience in the contact center industry. This experience must be in a leadership or managerial role with responsibilities including overseeing daily operations, managing staff, implementing service strategies, and performance evaluations. Points will be awarded in accordance with the following years of experience: Less than 5 years - failure of this requirement Minimum 5 years but less than 7 years	5 Years	☐ Yes Yr. ___ Mo.___ ☐ Partial Yr. ___ Mo.___ ☐ No

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project
		- 6 points 7 years - 8 points More than 7 years - 10 points		
	Provide a description of the work performed on the cited project and how it meets this requirement:			

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project
13	Mandatory Scored (MS)	Five (5) years of experience leading teams dedicated to serving State programs designed to assist persons with disabilities. Leading teams in this context means having direct supervisory responsibility for a team with a minimum of 20 individuals, including tasks such as assigning responsibilities, managing performance, and ensuring team outcomes. Bidder must include the actual number	5 Years	☐ Yes Yr. ___ Mo.___ ☐ Partial Yr. ___ Mo.___ ☐ No

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project
		of individuals on all teams in the description below. Points will be awarded in accordance with the following qualifications: Less than 5 years - failure of this requirement Minimum 5 years but less than 7 years - 6 points 7 years - 8 points More than 7 years - 10 points **AND** Teams of less than 20 individuals - failure of this requirement Teams of 20 individuals - 6 points Teams of 21-40 individuals - 8 points Teams of more than 40 individuals - 10 points **(This requirement has a 20 point total maximum)**		
	Provide a description of the work performed on the cited project and how it meets this requirement:			

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project
14	Mandatory Scored (MS)	Five (5) years of experience supervising teams of a minimum of 10 people. Bidder must include the actual number of individuals on all teams in the description below. Points will be awarded in accordance with the following qualifications: Less than 5 years - failure of this requirement Minimum 5 years but less than 7 years - 6 points 7 years - 8 points More than 7 years - 10 points **AND** Less than 10 individuals - failure of this requirement	5 Years	☐ Yes Yr. ___ Mo.___ ☐ Partial Yr. ___ Mo.___ ☐ No

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project
		10 people - 6 points 11 – 20 people - 8 points More than 20 people - 10 points **(This requirement has a 20 point total maximum)**		
	Provide a description of the work performed on the cited project and how it meets this requirement:			

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project
15	Mandatory Scored (MS)	Five (5) years of experience conveying information including but not limited to progress/service status related to contact center and warehouse services to an executive-level audience. Points will be awarded in accordance with the following years of experience: Less than 5 years - failure of this requirement	5 Years	☐ Yes Yr. ___ Mo.___ ☐ Partial Yr. ___ Mo.___ ☐ No

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project
		Minimum 5 years but less than 7 years - 6 points 7 years - 8 points More than 7 years - 10 points		
	Provide a description of the work performed on the cited project and how it meets this requirement:			

ATTACHMENT 15.2: Program Director - REFERENCE FORM

Purpose: Based on the satisfaction ratings received from the proposed Key Staff's references, the State will evaluate the proposed Key Staff.

Instructions to Bidder: Complete Part A, items 1-8 of this Key Staff Reference Form, attach the corresponding Key Staff Qualifications Form and send to references to complete Part B, items 10-13. Once the Key Staff Reference Form is completed, the Bidder must submit it with its proposal.

The Bidder must complete and submit a Key Staff Reference Form for each of the projects cited on the corresponding Key Staff Qualification Form.

Key Staff Reference ratings will be calculated on a Pass/Fail basis. The lack of a response to any question or a rating of "0" (Unsatisfactory) on any Key Staff Reference Form may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

Instructions to the Key Staff's Reference: Complete Part B, items 10-13 of this form using the rating scale in "Reference Satisfaction Rating" field (item 9). Rate your satisfaction with the Key Staff who performed the services described in item 8, Project Description & Key Staff's role on the project, and confirm that the information in Part A is consistent and corresponds with the corresponding Key Staff Qualification Form attached. Complete the bottom of this Attachment and return the form to the Bidder.

PART A: TO BE COMPLETED BY BIDDER		
1	Bidder:	
2	Key Staff Name:	
3	Project Name:	
4	Name of Company for whom the Project was completed:	
5	Contact Name and Information of the Key Staff's Reference:	
6	Key Staff's Start and End Dates on the Project:	
7	Contract Amount: $	$
8	Project Description & Key Staff's role on the project:	

PART B: TO BE COMPLETED BY KEY STAFF'S REFERENCE					
9	Reference Satisfaction Rating: Using the following scale to rate the Key Staff's overall performance on the services provided: 0 = Unsatisfactory, 1 = Marginal, 2 = Satisfactory, 3 = Exceeds Expectations **Circle/highlight only one number for each question (10-13) below.**	**Reference Ratings**			
10	How would you rate the individual's overall performance as a program director?	0	1	2	3
11	How would you rate the individual's effectiveness at communicating (orally and in writing) with project members and stakeholders as a program director?	0	1	2	3
12	How would you rate the individual's effectiveness in dealing with conflicting priorities as a program director?	0	1	2	3
13	How would you rate the individual's effectiveness at providing high levels of customer satisfaction?	0	1	2	3

By completing this reference form, I declare the following:

1. I have reviewed the information contained in Part A, items 1-8 above, and the corresponding Key Staff Qualifications Form and the information is true and correct;
2. I am/was employed by the company for whom the project was completed; and
3. I performed a management or supervisory role on the cited project.

TO BE COMPLETED BY PROPOSED KEY STAFF'S REFERENCE	
Signature:	
Printed Name:	
Date:	
Title or role on the project:	

TO BE COMPLETED BY PROPOSED KEY STAFF'S REFERENCE	
Email:	
Phone:	

ATTACHMENT 15.3: Transition Director - QUALIFICATIONS FORM

The Bidder may use multiple projects to meet the total experience required for each mandatory experience and, if applicable, desirable experience. All experience cited must be within the last ten (10) years of the Last day to submit proposal referred to in SECTION 2.3. KEY ACTION DATES. A separate form must be completed for each project cited.

KEY STAFF QUALIFICATIONS FORM		
1	Bidder:	
2	Key Staff Name:	
3	Project Name:	
4	Name of Company for whom the Project was completed:	
5	Contact Name and Information of Proposed Staff's Reference:	
6	Staff Start Date (MM/DD/YYYY):	
7	Staff End Date (MM/DD/YYYY):	
8	Key Staff Work Schedule	☐ Full-time ☐ Part-time
9	Project Description:	
10	Contract Amount:	$
11	**Documenting instructions when a minimum number of years of experience is required.** For each mandatory experience listed below,	

KEY STAFF QUALIFICATIONS FORM	
	• Check “Yes” if the total years of experience required for that requirement is fully met on this cited project; or • Check “Partial” if this cited project provides some, but not all, of the experience required for that requirement; or • Check “No” if this cited project does not provide experience applicable to that requirement. If "Partial" or "Yes" is checked, enter the years and/or months of “Experience gained on this referenced project” and describe the Key Staff's role and responsibilities performed on the project in the “Description of services provided” field. The Bidder must ensure that each description clearly addresses how the work performed on the project meets each of the minimum qualification components of the Mandatory Experience Requirement, as defined in each of the requirements.

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project
12	Mandatory Scored (MS)	Five (5) years of experience managing personnel, projects, and technology. This experience must include at least one (1) of three (3) submitted, successful project start-up/transition experience with an annual budget of no less than $1,000,000.00. Points will be awarded in accordance with the following years of experience: Less than 5 years - failure of this requirement	5 Years	☐ Yes Yr. ___ Mo.___ ☐ Partial Yr. ___ Mo.___ ☐ No

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project
		Minimum 5 years but less than 7 years - 6 points 7 years - 8 points More than 7 years - 10 points		
	Provide a description of the work performed on the cited project and how it meets this requirement:			

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project
13	Mandatory Scored (MS)	Five (5) years of experience as a Project Manager directly responsible for project management knowledge areas (scope, time, cost, human resource, risk, quality, integration, and communication). Points will be awarded in accordance with the following years of experience: Less than 5 years - failure of this requirement Minimum 5 years but less than 7 years - 6 points 7 years - 8 points	5 Years	☐ Yes Yr. ___ Mo.___ ☐ Partial Yr. ___ Mo.___ ☐ No

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project
		More than 7 years - 10 points		
	Provide a description of the work performed on the cited project and how it meets this requirement:			

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project
14	Mandatory Scored (MS)	Five (5) years of experience supervising teams of at least 5 people. Bidder must include the actual number of individuals on all teams used to meet this requirement in their response. Points will be awarded in accordance with the following years of experience: Less than 5 years - failure of this requirement Minimum 5 years but less than 7 years - 6 points 7 years - 8 points More than 7 years - 10 points	5 Years	☐ Yes Yr. ___ Mo.___ ☐ Partial Yr. ___ Mo.___ ☐ No
	Provide a description of the work performed on the cited project and how it			

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project
	meets this requirement:			

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project
15	Mandatory Scored (MS)	Five (5) years of experience managing the successful transition of large and complex IT systems from one (1) company or contract to another. Experience must have been for a minimum duration of two (2) months. Points will be awarded in accordance with the following years of experience: Less than 5 years - failure of this requirement Minimum 5 years but less than 7 years - 6 points 7 years - 8 points More than 7 years - 10 points	5 Years	☐ Yes Yr. ___ Mo.___ ☐ Partial Yr. ___ Mo.___ ☐ No
	Provide a description of the work performed on the cited project and how it meets this requirement:			

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project
16	Mandatory Scored (MS)	Possess and maintain a valid Project Management Institute (PMI) Project Management Professional (PMP) certification throughout the term of this Agreement. In lieu of a PMP certification from the PMI, the Transition Director may have a certificate in project management, and/or five (5) years of experience starting up at least two (2) contact centers for a public sector client. Points will be awarded in accordance with the following qualifications: Less than Five (5) years of experience starting up at least two (2) contact centers for a public sector client - failure of this requirement Five (5) years of experience starting up at least two (2) contact centers for a public sector client - 6 points	Attach Certificate / 5 Years	☐ Yes Yr. ___ Mo.___ ☐ Partial Yr. ___ Mo.___ ☐ No

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project
		Certificate in project management - 8 points Valid PMI PMP certification - 10 points		
	If using "Five (5) years of experience starting up at least two (2) contact centers for a public sector client" to meet this requirement, provide a description of the work performed on the cited project and how it meets this requirement:			

ATTACHMENT 15.4: Transition Director - REFERENCE FORM

Purpose: Based on the satisfaction ratings received from the proposed Key Staff's references, the State will evaluate the proposed Key Staff.

Instructions to Bidder: Complete Part A, items 1-8 of this Key Staff Reference Form, attach the corresponding Key Staff Qualifications Form and send to references to complete Part B, items 10-13. Once the Key Staff Reference Form is completed, the Bidder must submit it with its proposal.

The Bidder must complete and submit a Key Staff Reference Form for each of the projects cited on the corresponding Key Staff Qualification Form.

Key Staff Reference ratings will be calculated on a Pass/Fail basis. The lack of a response to any question or a rating of "0" (Unsatisfactory) on any Key Staff Reference Form may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

Instructions to the Key Staff's Reference: Complete Part B, items 10-13 of this form using the rating scale in "Reference Satisfaction Rating" field (item 9). Rate your satisfaction with the Key Staff who performed the services described in item 8, Project Description & Key Staff's role on the project, and confirm that the information in Part A is consistent and corresponds with the corresponding Key Staff Qualification Form attached. Complete the bottom of this Attachment and return the form to the Bidder.

PART A: TO BE COMPLETED BY BIDDER		
1	Bidder:	
2	Key Staff Name:	
3	Project Name:	
4	Name of Company for whom the Project was completed:	
5	Contact Name and Information of the Key Staff's Reference:	
6	Key Staff's Start and End Dates on the Project:	
7	Contract Amount: $	$
8	Project Description & Key Staff's role on the project:	

PART B: TO BE COMPLETED BY KEY STAFF'S REFERENCE					
9	Reference Satisfaction Rating: Using the following scale to rate the Key Staff's overall performance on the services provided: 0 = Unsatisfactory, 1 = Marginal, 2 = Satisfactory, 3 = Exceeds Expectations **Circle/highlight only one number for each question (10-13) below.**	**Reference Ratings**			
10	How would you rate the individual's overall transition performance?	0	1	2	3
11	How would you rate the transition individual's effectiveness at communicating (orally and in writing) with project members and stakeholders?	0	1	2	3
12	How would you rate the individual's effectiveness in dealing with transition conflicting priorities?	0	1	2	3
13	How would you rate the transition individual's effectiveness at providing high levels of customer satisfaction?	0	1	2	3

By completing this reference form, I declare the following:

1. I have reviewed the information contained in Part A, items 1-8 above, and the corresponding Key Staff Qualifications Form and the information is true and correct;
2. I am/was employed by the company for whom the project was completed; and
3. I performed a management or supervisory role on the cited project.

TO BE COMPLETED BY PROPOSED KEY STAFF'S REFERENCE	
Signature:	
Printed Name:	
Date:	
Title or role on the project:	
Email:	

TO BE COMPLETED BY PROPOSED KEY STAFF'S REFERENCE	
Phone:	

ATTACHMENT 15.5: Project Manager - QUALIFICATIONS FORM

The Bidder may use multiple projects to meet the total experience required for each mandatory experience and, if applicable, desirable experience. All experience cited must be within the last ten (10) years of the Last day to submit proposal referred to in SECTION 2.3. KEY ACTION DATES. A separate form must be completed for each project cited.

KEY STAFF QUALIFICATIONS FORM		
1	Bidder:	
2	Key Staff Name:	
3	Project Name:	
4	Name of Company for whom the Project was completed:	
5	Contact Name and Information of Proposed Staff's Reference:	
6	Staff Start Date (MM/DD/YYYY):	
7	Staff End Date (MM/DD/YYYY):	
8	Key Staff Work Schedule	☐ Full-time ☐ Part-time
9	Project Description:	
10	Contract Amount:	$
11	**Documenting instructions when a minimum number of years of experience is required.** For each mandatory experience listed below, • Check “Yes” if the total years of experience required for that requirement is fully met on this cited project; or	

KEY STAFF QUALIFICATIONS FORM	
	• Check “Partial” if this cited project provides some, but not all, of the experience required for that requirement; or • Check “No” if this cited project does not provide experience applicable to that requirement. If "Partial" or "Yes" is checked, enter the years and/or months of “Experience gained on this referenced project” and describe the Key Staff's role and responsibilities performed on the project in the “Description of services provided” field. The Bidder must ensure that each description clearly addresses how the work performed on the project meets each of the minimum qualification components of the Mandatory Experience Requirement, as defined in each of the requirements.

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project
12	Mandatory Scored (MS)	Five (5) years of experience managing complex projects, including IT or operational projects, with a budget exceeding $1,000,000.00. Points will be awarded in accordance with the following years of experience: Less than 5 years - failure of this requirement Minimum 5 years but less than 7 years - 6 points 7 years - 8 points More than 7 years - 10 points	5 Years	☐ Yes Yr. ___ Mo.___ ☐ Partial Yr. ___ Mo.___ ☐ No
	Provide a description of the work performed on the cited project and how it meets this			

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project
	requirement:			

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project
13	Mandatory Scored (MS)	Five (5) years of experience in project planning, scope management, and risk mitigation. Points will be awarded in accordance with the following years of experience: Less than 5 years - failure of this requirement Minimum 5 years but less than 7 years - 6 points 7 years - 8 points More than 7 years - 10 points	5 Years	☐ Yes Yr. ___ Mo.___ ☐ Partial Yr. ___ Mo.___ ☐ No
	Provide a description of the work performed on the cited project and how it meets this requirement:			

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project
14	Mandatory Scored (MS)	Five (5) years of experience managing cross-functional teams of a minimum of 10 people. Bidder must include the actual number of individuals on all teams in the description below. Points will be awarded in accordance with the following qualifications: Less than 5 years - failure of this requirement Minimum 5 years but less than 7 years - 6 points 7 years - 8 points More than 7 years - 10 points **AND** Teams of less than 10 people - failure of this requirement	5 Years	☐ Yes Yr. ___ Mo.___ ☐ Partial Yr. ___ Mo.___ ☐ No

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project
		Teams of 10 people - 6 points Teams of 11-20 people - 8 points Teams of more than 20 people - 10 points **(This requirement has a 20 point total maximum)**		
	Provide a description of the work performed on the cited project and how it meets this requirement:			

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project
15	Mandatory Scored (MS)	Five (5) years of experience working with public sector clients. Points will be awarded in accordance with the following years of experience: Less than 5 years - failure of this requirement Minimum 5 years but less than 7 years - 6 points	5 Years	☐ Yes Yr. ___ Mo.___ ☐ Partial Yr. ___ Mo.___ ☐ No

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project
		7 years - 8 points More than 7 years - 10 points		
	Provide a description of the work performed on the cited project and how it meets this requirement:			

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project
16	Mandatory Scored (MS)	Possess and maintain a valid Project Management Institute (PMI) Project Management Professional (PMP) certification throughout the term of this Agreement. In lieu of a PMP certification from PMI, the Project Manager may have a certificate in project management, and/or five (5) years of experience as a project manager for at least two (2) contact centers for a public sector client. Points will be awarded in accordance with the following qualifications: Less than Five (5) years of experience as a project manager for at least two (2) contact centers for a public sector client - failure of this requirement Five (5) years of experience as a project manager for at least two (2) contact centers for a public sector client - 6 points Certificate in project management - 8 points Valid PMI PMP certification - 10 points	Attach Certificate / 5 Years	☐ Yes Yr. ___ Mo.___ ☐ Partial Yr. ___ Mo.___ ☐ No

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project
	If using "Five (5) years of experience as a project manager for at least two (2) contact centers for a public sector client" to meet this requirement, provide a description of the work performed on the cited project and how it meets this requirement:			

ATTACHMENT 15.6: Project Manager - REFERENCE FORM

Purpose: Based on the satisfaction ratings received from the proposed Key Staff's references, the State will evaluate the proposed Key Staff.

Instructions to Bidder: Complete Part A, items 1-8 of this Key Staff Reference Form, attach the corresponding Key Staff Qualifications Form and send to references to complete Part B, items 10-13. Once the Key Staff Reference Form is completed, the Bidder must submit it with its proposal.

The Bidder must complete and submit a Key Staff Reference Form for each of the projects cited on the corresponding Key Staff Qualification Form.

Key Staff Reference ratings will be calculated on a Pass/Fail basis. The lack of a response to any question or a rating of "0" (Unsatisfactory) on any Key Staff Reference Form may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

Instructions to the Key Staff's Reference: Complete Part B, items 10-13 of this form using the rating scale in "Reference Satisfaction Rating" field (item 9). Rate your satisfaction with the Key Staff who performed the services described in item 8, Project Description & Key Staff's role on the project, and confirm that the information in Part A is consistent and corresponds with the corresponding Key Staff Qualification Form attached. Complete the bottom of this Attachment and return the form to the Bidder.

PART A: TO BE COMPLETED BY BIDDER		
1	Bidder:	
2	Key Staff Name:	
3	Project Name:	
4	Name of Company for whom the Project was completed:	
5	Contact Name and Information of the Key Staff's Reference:	
6	Key Staff's Start and End Dates on the Project:	
7	Contract Amount: $	$
8	Project Description & Key Staff's role on the project:	

PART B: TO BE COMPLETED BY KEY STAFF'S REFERENCE					
9	Reference Satisfaction Rating: Using the following scale to rate the Key Staff's overall performance on the services provided: 0 = Unsatisfactory, 1 = Marginal, 2 = Satisfactory, 3 = Exceeds Expectations **Circle/highlight only one number for each question (10-13) below.**	**Reference Ratings**			
10	How would you rate the individual's overall performance as a project manager?	0	1	2	3
11	How would you rate the individual's effectiveness at communicating (orally and in writing) with project members and stakeholders as a project manager?	0	1	2	3
12	How would you rate the individual's effectiveness in dealing with conflicting priorities as a project manager?	0	1	2	3
13	How would you rate the individual's effectiveness at providing high levels of customer satisfaction?	0	1	2	3

By completing this reference form, I declare the following:

1. I have reviewed the information contained in Part A, items 1-8 above, and the corresponding Key Staff Qualifications Form and the information is true and correct;
2. I am/was employed by the company for whom the project was completed; and
3. I performed a management or supervisory role on the cited project.

TO BE COMPLETED BY PROPOSED KEY STAFF'S REFERENCE	
Signature:	
Printed Name:	
Date:	
Title or role on the project:	

TO BE COMPLETED BY PROPOSED KEY STAFF'S REFERENCE	
Email:	
Phone:	

ATTACHMENT 15.7: Contact Center Manager - QUALIFICATIONS FORM

The Bidder may use multiple projects to meet the total experience required for each mandatory experience and, if applicable, desirable experience. All experience cited must be within the last ten (10) years of the Last day to submit proposal referred to in SECTION 2.3. KEY ACTION DATES. A separate form must be completed for each project cited.

KEY STAFF QUALIFICATIONS FORM		
1	Bidder:	
2	Key Staff Name:	
3	Project Name:	
4	Name of Company for whom the Project was completed:	
5	Contact Name and Information of Proposed Staff's Reference:	
6	Staff Start Date (MM/DD/YYYY):	
7	Staff End Date (MM/DD/YYYY):	
8	Key Staff Work Schedule	☐ Full-time ☐ Part-time
9	Project Description:	
10	Contract Amount:	$
11	**Documenting instructions when a minimum number of years of experience is required.** For each mandatory experience listed below,	

KEY STAFF QUALIFICATIONS FORM

- Check “Yes” if the total years of experience required for that requirement is fully met on this cited project; or
- Check “Partial” if this cited project provides some, but not all, of the experience required for that requirement; or
- Check “No” if this cited project does not provide experience applicable to that requirement.

If "Partial" or "Yes" is checked, enter the years and/or months of “Experience gained on this referenced project” and describe the Key Staff's role and responsibilities performed on the project in the “Description of services provided” field. The Bidder must ensure that each description clearly addresses how the work performed on the project meets each of the minimum qualification components of the Mandatory Experience Requirement, as defined in each of the requirements.

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project
12	Mandatory Scored (MS)	Three (3) years of experience managing contact center operations. Points will be awarded in accordance with the following years of experience: Less than 3 years - failure of this requirement Minimum 3 years but less than 7 years - 6 points 5 years - 8 points >5 years - 10 points	3 Years	☐ Yes Yr. ___ Mo.___ ☐ Partial Yr. ___ Mo.___ ☐ No
	Provide a description of the work performed on the cited project and how it meets this requirement:			

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project
13	Mandatory Scored (MS)	Three (3) years of supervisory experience overseeing contact centers with at least twenty (20) agents. Experience must include screening, hiring, and training new agents. Points will be awarded in accordance with the following years of experience: Less than 3 years - failure of this requirement Minimum 3 years but less than 7 years - 6 points 5 years - 8 points >5 years - 10 points	3 Years	☐ Yes Yr. ___ Mo.___ ☐ Partial Yr. ___ Mo.___ ☐ No
	Provide a description of the work performed on the cited project and how it meets this requirement:			

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project
14	Mandatory Scored (MS)	Three (3) years of direct experience as a customer service representative. Points will be awarded in accordance with the following years of experience: Less than 3 years - failure of this requirement Minimum 3 years but less than 7 years - 6 points 5 years - 8 points >5 years - 10 points	3 Years	☐ Yes Yr. ___ Mo.___ ☐ Partial Yr. ___ Mo.___ ☐ No
	Provide a description of the work performed on the cited project and how it meets this requirement:			

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project
15	Mandatory Scored (MS)	Three (3) years of experience providing customer service to people with disabilities. Points will be awarded in accordance with the following years of experience: Less than 3 years - failure of this requirement	3 Years	☐ Yes Yr. ___ Mo.___ ☐ Partial Yr. ___ Mo.___ ☐ No

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project
		Minimum 3 years but less than 7 years - 6 points 5 years - 8 points >5 years - 10 points		
	Provide a description of the work performed on the cited project and how it meets this requirement:			

ATTACHMENT 15.8: Contact Center Manager - REFERENCE FORM

Purpose: Based on the satisfaction ratings received from the proposed Key Staff's references, the State will evaluate the proposed Key Staff.

Instructions to Bidder: Complete Part A, items 1-8 of this Key Staff Reference Form, attach the corresponding Key Staff Qualifications Form and send to references to complete Part B, items 10-13. Once the Key Staff Reference Form is completed, the Bidder must submit it with its proposal.

The Bidder must complete and submit a Key Staff Reference Form for each of the projects cited on the corresponding Key Staff Qualification Form.

Key Staff Reference ratings will be calculated on a Pass/Fail basis. The lack of a response to any question or a rating of "0" (Unsatisfactory) on any Key Staff Reference Form may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

Instructions to the Key Staff's Reference: Complete Part B, items 10-13 of this form using the rating scale in "Reference Satisfaction Rating" field (item 9). Rate your satisfaction with the Key Staff who performed the services described in item 8, Project Description & Key Staff's role on the project, and confirm that the information in Part A is consistent and corresponds with the corresponding Key Staff Qualification Form attached. Complete the bottom of this Attachment and return the form to the Bidder.

PART A: TO BE COMPLETED BY BIDDER		
1	Bidder:	
2	Key Staff Name:	
3	Project Name:	
4	Name of Company for whom the Project was completed:	
5	Contact Name and Information of the Key Staff's Reference:	
6	Key Staff's Start and End Dates on the Project:	
7	Contract Amount: $	$

PART A: TO BE COMPLETED BY BIDDER		
8	Project Description & Key Staff's role on the project:	

PART B: TO BE COMPLETED BY KEY STAFF'S REFERENCE					
9	Reference Satisfaction Rating: Using the following scale to rate the Key Staff's overall performance on the services provided: 0 = Unsatisfactory, 1 = Marginal, 2 = Satisfactory, 3 = Exceeds Expectations **Circle/highlight only one number for each question (10-13) below.**	**Reference Ratings**			
10	How would you rate the individual's overall performance as a contact center manager?	0	1	2	3
11	How would you rate the individual's effectiveness at communicating (orally and in writing) with project members and stakeholders as a contact center manager?	0	1	2	3
12	How would you rate the individual's effectiveness in dealing with conflicting priorities as a contact center manager?	0	1	2	3
13	How would you rate the individual's effectiveness at providing high levels of customer satisfaction?	0	1	2	3

By completing this reference form, I declare the following:

1. I have reviewed the information contained in Part A, items 1- 8 above, and the corresponding Key Staff Qualifications Form and the information is true and correct;
2. I am/was employed by the company for whom the project was completed; and
3. I performed a management or supervisory role on the cited project.

TO BE COMPLETED BY PROPOSED KEY STAFF'S REFERENCE	
Signature:	

TO BE COMPLETED BY PROPOSED KEY STAFF'S REFERENCE	
Printed Name:	
Date:	
Title or role on the project:	
Email:	
Phone:	

ATTACHMENT 15.9: Warehouse Manager - QUALIFICATIONS FORM

The Bidder may use multiple projects to meet the total experience required for each mandatory experience and, if applicable, desirable experience. All experience cited must be within the last ten (10) years of the Last day to submit proposal referred to in SECTION 2.3. KEY ACTION DATES. A separate form must be completed for each project cited.

KEY STAFF QUALIFICATIONS FORM		
1	Bidder:	
2	Key Staff Name:	
3	Project Name:	
4	Name of Company for whom the Project was completed:	
5	Contact Name and Information of Proposed Staff's Reference:	
6	Staff Start Date (MM/DD/YYYY):	
7	Staff End Date (MM/DD/YYYY):	
8	Key Staff Work Schedule	☐ Full-time ☐ Part-time
9	Project Description:	
10	Contract Amount:	$
11	**Documenting instructions when a minimum number of years of experience is required.** For each mandatory experience listed below,	

KEY STAFF QUALIFICATIONS FORM

- Check “Yes” if the total years of experience required for that requirement is fully met on this cited project; or
- Check “Partial” if this cited project provides some, but not all, of the experience required for that requirement; or
- Check “No” if this cited project does not provide experience applicable to that requirement.

If "Partial" or "Yes" is checked, enter the years and/or months of “Experience gained on this referenced project” and describe the Key Staff's role and responsibilities performed on the project in the “Description of services provided” field. The Bidder must ensure that each description clearly addresses how the work performed on the project meets each of the minimum qualification components of the Mandatory Experience Requirement, as defined in each of the requirements.

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project
12	Mandatory Scored (MS)	Three (3) years of experience being directly responsible for warehouse/ logistics operations. Points will be awarded in accordance with the following years of experience: Less than 3 years - failure of this requirement Minimum 3 years but less than 7 years - 6 points 5 years - 8 points More than 5 years - 10 points	3 Years	☐ Yes Yr. ___ Mo.___ ☐ Partial Yr. ___ Mo.___ ☐ No
	Provide a description of the work performed on the cited project and how it meets this requirement:			

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project
13	Mandatory Scored (MS)	Three (3) years of experience supervising teams of a minimum of five (5) people. Points will be awarded in accordance with the following qualifications: Less than 3 years - failure of this requirement Minimum 3 years but less than 7 years - 6 points 5 years - 8 points More than 5 years - 10 points **AND** Teams of less than 5 people - failure of this requirement Teams of 5 people - 6 points Teams of 6-15 people - 8 points Teams of more than 15 people - 10 points	3 Years	☐ Yes Yr. ___ Mo.___ ☐ Partial Yr. ___ Mo.___ ☐ No

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project
		(This requirement has a 20 point total maximum)		
	Provide a description of the work performed on the cited project and how it meets this requirement:			

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project
14	Mandatory Scored (MS)	Three (3) years of experience building and maintaining strong working relationships with clients and key internal and external stakeholders. Experience must include conveying information including but not limited to progress/service status related to contact center and warehouse services to an executive-level audience, and ensuring credibility and fostering business-partnering relationships. Points will be awarded in accordance with the following years of experience: Less than 3 years - failure of this requirement Minimum 3 years but less than 7 years - 6 points	3 Years	☐ Yes Yr. ___ Mo.___ ☐ Partial Yr. ___ Mo.___ ☐ No

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project
		5 years - 8 points More than 5 years - 10 points		
	Provide a description of the work performed on the cited project and how it meets this requirement:			

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project
15	Mandatory Scored (MS)	Three (3) years of experience recruiting, hiring, and training a warehouse-based workforce. Points will be awarded in accordance with the following years of experience: Less than 3 years - failure of this requirement Minimum 3 years but less than 7 years - 6 points 5 years - 8 points More than 5 years - 10 points	3 Years	☐ Yes Yr. ___ Mo.___ ☐ Partial Yr. ___ Mo.___ ☐ No
	Provide a description of the work performed on the cited project and how it meets this requirement:			

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project

ATTACHMENT 15.10: Warehouse Manager - REFERENCE FORM

Purpose: Based on the satisfaction ratings received from the proposed Key Staff's references, the State will evaluate the proposed Key Staff.

Instructions to Bidder: Complete Part A, items 1-8 of this Key Staff Reference Form, attach the corresponding Key Staff Qualifications Form and send to references to complete Part B, items 10-13. Once the Key Staff Reference Form is completed, the Bidder must submit it with its proposal.

The Bidder must complete and submit a Key Staff Reference Form for each of the projects cited on the corresponding Key Staff Qualification Form.

Key Staff Reference ratings will be calculated on a Pass/Fail basis. The lack of a response to any question or a rating of "0" (Unsatisfactory) on any Key Staff Reference Form may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

Instructions to the Key Staff's Reference: Complete Part B, items 10-13 of this form using the rating scale in "Reference Satisfaction Rating" field (item 9). Rate your satisfaction with the Key Staff who performed the services described in item 8, Project Description & Key Staff's role on the project, and confirm that the information in Part A is consistent and corresponds with the corresponding Key Staff Qualification Form attached. Complete the bottom of this Attachment and return the form to the Bidder.

PART A: TO BE COMPLETED BY BIDDER		
1	Bidder:	
2	Key Staff Name:	
3	Project Name:	
4	Name of Company for whom the Project was completed:	
5	Contact Name and Information of the Key Staff's Reference:	
6	Key Staff's Start and End Dates on the Project:	
7	Contract Amount: $	$
8	Project Description & Key Staff's role on the project:	

PART B: TO BE COMPLETED BY KEY STAFF'S REFERENCE					
9	Reference Satisfaction Rating: Using the following scale to rate the Key Staff's overall performance on the services provided: 0 = Unsatisfactory, 1 = Marginal, 2 = Satisfactory, 3 = Exceeds Expectations **Circle/highlight only one number for each question (10-13) below.**	**Reference Ratings**			
10	How would you rate the individual's overall performance as a warehouse manager?	0	1	2	3
11	How would you rate the individual's effectiveness at communicating (orally and in writing) with project members and stakeholders as a warehouse manager?	0	1	2	3
12	How would you rate the individual's effectiveness in dealing with conflicting priorities as a warehouse manager?	0	1	2	3
13	How would you rate the individual's effectiveness at providing high levels of customer satisfaction?	0	1	2	3

By completing this reference form, I declare the following:

1. I have reviewed the information contained in Part A, items 1- 8 above, and the corresponding Key Staff Qualifications Form and the information is true and correct;
2. I am/was employed by the company for whom the project was completed; and
3. I performed a management or supervisory role on the cited project.

TO BE COMPLETED BY PROPOSED KEY STAFF'S REFERENCE	
Signature:	
Printed Name:	
Date:	
Title or role on the project:	

TO BE COMPLETED BY PROPOSED KEY STAFF'S REFERENCE	
Email:	
Phone:	

ATTACHMENT 15.11: Training Manager - QUALIFICATIONS FORM

The Bidder may use multiple projects to meet the total experience required for each mandatory experience and, if applicable, desirable experience. All experience cited must be within the last ten (10) years of the Last day to submit proposal referred to in SECTION 2.3. KEY ACTION DATES. A separate form must be completed for each project cited.

KEY STAFF QUALIFICATIONS FORM		
1	Bidder:	
2	Key Staff Name:	
3	Project Name:	
4	Name of Company for whom the Project was completed:	
5	Contact Name and Information of Proposed Staff's Reference:	
6	Staff Start Date (MM/DD/YYYY):	
7	Staff End Date (MM/DD/YYYY):	
8	Key Staff Work Schedule	☐ Full-time ☐ Part-time
9	Project Description:	
10	Contract Amount:	$
11	**Documenting instructions when a minimum number of years of experience is required.** For each mandatory experience listed below,	

KEY STAFF QUALIFICATIONS FORM

- Check “Yes” if the total years of experience required for that requirement is fully met on this cited project; or
- Check “Partial” if this cited project provides some, but not all, of the experience required for that requirement; or
- Check “No” if this cited project does not provide experience applicable to that requirement.

If "Partial" or "Yes" is checked, enter the years and/or months of “Experience gained on this referenced project” and describe the Key Staff's role and responsibilities performed on the project in the “Description of services provided” field. The Bidder must ensure that each description clearly addresses how the work performed on the project meets each of the minimum qualification components of the Mandatory Experience Requirement, as defined in each of the requirements.

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project
12	Mandatory Scored (MS)	Five (5) years of experience developing and delivering training in a contact center or public-facing service environment. Points will be awarded in accordance with the following years of experience: Less than 5 years - failure of this requirement Minimum 5 years but less than 7 years - 6 points 7 years - 8 points More than 7 years - 10 points	5 Years	☐ Yes Yr. ___ Mo.___ ☐ Partial Yr. ___ Mo.___ ☐ No

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project
	Provide a description of the work performed on the cited project and how it meets this requirement:			

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project
13	Mandatory Scored (MS)	Two (2) years of experience in a supervisory or lead trainer role. Points will be awarded in accordance with the following years of experience: Less than 2 years - failure of this requirement Minimum 2 years but less than 7 years - 6 points 4 years - 8 points More than 4 years - 10 points	2 Years	☐ Yes Yr. ___ Mo.___ ☐ Partial Yr. ___ Mo.___ ☐ No
	Provide a description of the work performed on the cited project and how it meets this requirement:			

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project
14	Mandatory Scored (MS)	Five (5) years of experience with California Connect (CAC) (previously named the Deaf and Disabled Telecommunications Program (DDTP)) or a similar public program providing customer services for individuals with disabilities or accessibility needs. Points will be awarded in accordance with the following years of experience: Less than 5 years - failure of this requirement Minimum 5 years but less than 7 years - 6 points 7 years - 8 points More than 7 years - 10 points	5 Years	☐ Yes Yr. ___ Mo.___ ☐ Partial Yr. ___ Mo.___ ☐ No
	Provide a description of the work performed on the cited project and how it meets this requirement:			

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project
15	Mandatory Scored (MS)	Five (5) years of experience demonstrating the ability to understand complex public benefit programs and	5 Years	☐ Yes Yr. ___ Mo.___

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project
		train others to accurately represent them. Points will be awarded in accordance with the following years of experience: Less than 5 years - failure of this requirement Minimum 5 years but less than 7 years - 6 points 7 years - 8 points More than 7 years - 10 points		☐ Partial Yr. ___ Mo.___ ☐ No
	Provide a description of the work performed on the cited project and how it meets this requirement:			

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project
16	Mandatory Scored (MS)	Five (5) years of experience in state-funded or federally funded contact centers with related warehouse and inventory management services. Points will be awarded in accordance with the following years of experience: Less than 5 years - failure of this	5 Years	☐ Yes Yr. ___ Mo.___ ☐ Partial Yr. ___ Mo.___ ☐ No

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project
		requirement Minimum 5 years but less than 7 years - 6 points 7 years - 8 points More than 7 years - 10 points		
	Provide a description of the work performed on the cited project and how it meets this requirement:			

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project
17	Mandatory Scored (MS)	Five (5) years of experience having ASL fluency. Points will be awarded in accordance with the following years of experience: Less than 5 years - failure of this requirement Minimum 5 years but less than 7 years - 16 points 7 years - 18 points More than 7 years - 20 points	5 Years	☐ Yes Yr. ___ Mo.___ ☐ Partial Yr. ___ Mo.___ ☐ No

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project
	Provide a description of the work performed on the cited project and how it meets this requirement:			

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project
18	Mandatory Scored (MS)	Five (5) years of experience presenting reports that include call center and warehouse data. Points will be awarded in accordance with the following years of experience: Less than 5 years - failure of this requirement Minimum 5 years but less than 7 years - 6 points 7 years - 8 points More than 7 years - 10 points	5 Years	☐ Yes Yr. ___ Mo.___ ☐ Partial Yr. ___ Mo.___ ☐ No
	Provide a description of the work performed on the cited project and how it meets this requirement:			

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project
19	Mandatory Scored (MS)	Five (5) years of experience training staff in providing customer engagement to individuals with disabilities. Points will be awarded in accordance with the following years of experience: Less than 5 years - failure of this requirement Minimum 5 years but less than 7 years - 6 points 7 years - 8 points More than 7 years - 10 points	5 Years	☐ Yes Yr. ___ Mo.___ ☐ Partial Yr. ___ Mo.___ ☐ No
	Provide a description of the work performed on the cited project and how it meets this requirement:			

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project
20	Mandatory Scored (MS)	Five (5) years of experience in adult learning principles, coaching, and service quality improvement. Points will be awarded in accordance with the following years of experience: Less than 5 years - failure of this	5 Years	☐ Yes Yr. ___ Mo.___ ☐ Partial Yr. ___ Mo.___ ☐ No

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project
		requirement Minimum 5 years but less than 7 years - 6 points 7 years - 8 points More than 7 years - 10 points		
	Provide a description of the work performed on the cited project and how it meets this requirement:			

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project
21	Mandatory Scored (MS)	Five (5) years of experience implementing training strategies that increase program growth and consumer satisfaction. Points will be awarded in accordance with the following years of experience: Less than 5 years - failure of this requirement Minimum 5 years but less than 7 years - 6 points 7 years - 8 points	5 Years	☐ Yes Yr. ___ Mo.___ ☐ Partial Yr. ___ Mo.___ ☐ No

Requirement Number	Classification	Qualifications	Minimum Experience Required	Experience gained on this cited Project
		More than 7 years - 10 points		
	Provide a description of the work performed on the cited project and how it meets this requirement:			

ATTACHMENT 15.12: Training Manager - REFERENCE FORM

Purpose: Based on the satisfaction ratings received from the proposed Key Staff's references, the State will evaluate the proposed Key Staff.

Instructions to Bidder: Complete Part A, items 1-8 of this Key Staff Reference Form, attach the corresponding Key Staff Qualifications Form and send to references to complete Part B, items 10-13. Once the Key Staff Reference Form is completed, the Bidder must submit it with its proposal.

The Bidder must complete and submit a Key Staff Reference Form for each of the projects cited on the corresponding Key Staff Qualification Form.

Key Staff Reference ratings will be calculated on a Pass/Fail basis. The lack of a response to any question or a rating of "0" (Unsatisfactory) on any Key Staff Reference Form may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

Instructions to the Key Staff's Reference: Complete Part B, items 10-13 of this form using the rating scale in "Reference Satisfaction Rating" field (item 9). Rate your satisfaction with the Key Staff who performed the services described in item 8, Project Description & Key Staff's role on the project, and confirm that the information in Part A is consistent and corresponds with the corresponding Key Staff Qualification Form attached. Complete the bottom of this Attachment and return the form to the Bidder.

PART A: TO BE COMPLETED BY BIDDER		
1	Bidder:	
2	Key Staff Name:	
3	Project Name:	
4	Name of Company for whom the Project was completed:	
5	Contact Name and Information of the Key Staff's Reference:	
6	Key Staff's Start and End Dates on the Project:	
7	Contract Amount: $	$
8	Project Description & Key Staff's role on the project:	

PART B: TO BE COMPLETED BY KEY STAFF'S REFERENCE					
9	Reference Satisfaction Rating: Using the following scale to rate the Key Staff's overall performance on the services provided: 0 = Unsatisfactory, 1 = Marginal, 2 = Satisfactory, 3 = Exceeds Expectations **Circle/highlight only one number for each question (10-13) below.**	**Reference Ratings**			
10	How would you rate the individual's overall performance as a training manager?	0	1	2	3
11	How would you rate the individual's effectiveness at communicating (orally and in writing) with project members and stakeholders as a training manager?	0	1	2	3
12	How would you rate the individual's effectiveness in dealing with conflicting priorities as a training manager?	0	1	2	3
13	How would you rate the individual's effectiveness at providing high levels of customer satisfaction?	0	1	2	3

By completing this reference form, I declare the following:

1. I have reviewed the information contained in Part A, items 1- 8 above, and the corresponding Key Staff Qualifications Form and the information is true and correct;
2. I am/was employed by the company for whom the project was completed; and
3. I performed a management or supervisory role on the cited project.

TO BE COMPLETED BY PROPOSED KEY STAFF'S REFERENCE	
Signature:	
Printed Name:	
Date:	
Title or role on the project:	

TO BE COMPLETED BY PROPOSED KEY STAFF'S REFERENCE	
Email:	
Phone:	

ATTACHMENT 16: NARRATIVE RESPONSE

To enable the effective review and comparison of bids received under this RFP, Bidders are requested to adhere to a standard structure in developing their detailed narratives in response to the RFP.

The narratives must follow the grouped narrative section structure identified in this Attachment. Within each applicable narrative section, Bidders shall clearly identify the relevant Deliverable and Task ID(s) and explain how tasks will be executed. Where additional information is felt to be appropriate or necessary, Bidders may include such information within the applicable narrative section or in an appendix referenced from the applicable narrative section. Any such additional information provided as part of the narrative response shall count toward the applicable narrative section page limit.

The response to the RFP must provide:

- A point-by-point response, including the description of the Bidder's approach, methodology, and strategies, and schedule with a timeline for all Task IDs in EXHIBIT B: DELIVERABLES AND MILESTONES TABLE marked with "Yes" in the column "Bidder is Required to Provide Narrative Response".
    - Bidders may propose schedules and timelines in a reasonable format such as a table, Gantt-style, etc. but must include key elements (milestones, coordination points with the State, and escalation timing).
    - The Bidder shall also address in its narrative response: (1) to **Task ID 8.12**, its approach to supporting low-volume languages, including anticipated challenges and proposed mitigations; and (2) to **Task IDs 8.10 and 8.11**, its approach to DVC functional equivalence, including user reachability, continuity, interoperability, whether and how ten-digit numbering or equivalent mechanisms are supported, any dependencies on third-party providers (including VRS or telecommunications services), integration with ERP-managed systems, and key risks, assumptions, and constraints.
- Identification of the relevant Deliverable and Task ID in the response.
- For each Task ID identified in EXHIBIT B: DELIVERABLES AND MILESTONES TABLE as requiring a narrative response, the Bidder may receive up to ten (10) points. Narrative responses will be evaluated in accordance with SECTION 6.2.5.2. NARRATIVE RESPONSE(S) EVALUATION , Table 6.2.5.2-1: Narrative Scoring Criteria. Because this Attachment groups multiple Task IDs into Narrative Sections, the Bidder may provide one grouped response per Narrative Section; however, the Bidder remains responsible for clearly identifying and substantively addressing each applicable Task ID within that section.
- Font must be Century Gothic, Size 12 and single spaced. All tables, charts, schedules, timelines, figures, and diagrams are considered part of the narrative and shall count toward the applicable page limit. The page maximums listed below apply at the Narrative Section level. The Bidder’s total combined narrative response for all Narrative Sections in this ATTACHMENT 16: NARRATIVE RESPONSE **shall not exceed one hundred thirty-five (135) pages**.
    - Font for headers, footers, tables, figures, and diagrams shall not be smaller than Size 10.

- One (1) page is defined as one (1) side of a physical sheet of letter size (8.5” x 11”) paper regardless of single side or double-sided printing.

Narrative Section 1 – Program Management, Governance, and Coordination
Task IDs: 1.3, 1.5, 1.6, 1.9, 1.16, 1.21, 3.6, 3.7, 4.3, 5.6, and 7.3
Maximum: twenty-five (25) pages (any language exceeding the first 25 pages will not be considered in evaluations)

Narrative Section 2 – Quality Management, Reporting, and Continuous Improvement
Task IDs: 6.4, 6.10, 6.11, and 6.17
Maximum: fifteen (15) pages (any language exceeding the first 15 pages will not be considered in evaluations)

Narrative Section 3 – Contact Center Operations and Customer Experience
Task IDs: 8.2, 8.10, 8.11, 8.12, 8.14, 8.21
Maximum: thirty (30) pages (any language exceeding the first 30 pages will not be considered in evaluations)

Narrative Section 4 – Data, Systems/ERP Coordination, and Warehouse Operations
Task IDs: 1.19, 1.22, 8.20, 9.6, and 9.10
Maximum: twenty (20) pages (any language exceeding the first 20 pages will not be considered in evaluations)

Narrative Section 5 – Transition-In and Operational Readiness
Task IDs: 10.9, 10.10, 10.11, and 10.12
Maximum: fifteen (15) pages (any language exceeding the first 15 pages will not be considered in evaluations)

Narrative Section 6 – Transition-Out and Contract Closeout
Task IDs: 1.10, 1.11, 1.17, 11.1, 11.2, 11.3, 11.4, 11.5, 11.6, 11.7, 11.8, and 11.9
Maximum: thirty (30) pages (any language exceeding the first 30 pages will not be considered in evaluations)

ATTACHMENT 17: KEY STAFF REPLACEMENT FORM

CONTRACTOR NAME: _____

DATE: _____

CONTRACT NUMBER: _____

PROJECT NAME: _____

PERSONNEL CHANGE ORDER # (IF APPLICABLE): _____

1. KEY STAFF CHANGE REQUEST

PROPOSED REPLACEMENT KEY STAFF: _____

KEY STAFF REPLACED (CURRENT): _____

KEY STAFF POSITION / ROLE TITLE*: _____

*(Enter the classification/labor category name used for invoicing, if applicable.)

PROPOSED EFFECTIVE DATE: _____

2. REASON FOR SUBSTITUTION / COMMENTS

(Include reason for replacement and any relevant details.)

3. CONTRACT LABOR RATE INFORMATION (FOR BILLING VERIFICATION)

APPLICABLE CONTRACT LABOR RATE (REPLACED STAFF): $_____**/hour** ☐ **N/A**
APPLICABLE CONTRACT LABOR RATE (PROPOSED STAFF): $_____/hour ☐ N/A

Rate Instructions:
Enter the applicable contracted rate as stated in the Agreement and/or EXHIBIT D: COST WORKBOOK, as applicable, for the Key Staff position/role.

- If the Contract uses **blended labor rates**, enter the **blended hourly rate**.
- If the Key Staff position/role is **not billed on an hourly-rate basis** (e.g. fixed-price deliverable), enter "**N/A**" ("N/A" indicates the substitution does not change hourly-billed labor rates).

4. REQUIRED ATTACHMENTS

Attach justification documentation demonstrating proposed Key Staff meets or exceeds the minimum qualifications for the position. (See SECTION 13. Key Staff Changes)

TRANSITION PLAN ATTACHED: ☐ Yes ☐ No

PROPOSED KEY STAFF QUALIFICATION FORM / RESUME ATTACHED: ☐ Yes ☐ No

THREE PROFESSIONAL REFERENCES ATTACHED: ☐ Yes ☐ No

5. CONTRACTOR POINT OF CONTACT

NAME: _____

TITLE: _____

PHONE: _____

EMAIL: _____

6. APPROVALS

CONTRACTOR CERTIFICATION

I certify the information provided is accurate and complete, and the proposed substitution is submitted for CPUC review and approval.

CONTRACTOR SIGNATURE: _____**DATE:** _____

PRINTED NAME: _____**TITLE:** _____

STATE (CPUC) APPROVAL

Approved / Not Approved (circle one)

CPUC CONTRACT MANAGER SIGNATURE: _____ **DATE:** _____

PRINTED NAME: _____**TITLE:** _____ _____

ATTACHMENT 18: DELIVERABLE EXPECTATION DOCUMENT

DELIVERABLE EXPECTATION DOCUMENT	**#:**
Deliverable Number:	**Deliverable Title:**
Deliverable Owner(s):	**Submission Date:**
Section 1: Delivery Requirements:	
1. Provide the medium of delivery (e.g. 1 hardcopy and 1 electronic copy uploaded to SharePoint). 2. Provide all the formats used for the deliverable (e.g. Microsoft Word 2013 and Visio 2013). 3. Provide State Review Period.	
Section 2: Deliverable Content Requirement:	
1. List all the specific contractual requirements for this deliverable. 2. Provide any assumptions/constraints related to the deliverable. 3. If applicable, list any other agreed upon requirements and the source of the requirements (i.e. meetings and discussions with date, time, and State resource name)	
Section 3: Delivery Description/Purpose:	
1. Describe the deliverable's objectives and scope and development methodology/approach. 2. Provide a detailed outline of the deliverable mapped to contractual requirements. 3. Provide an outline of the deliverable. 4. Discuss the content of each major section of the document outline. 5. Identify all tasks required and estimated completion dates required for the deliverable. 6. Describe any applicable standards and/or industry or government best practices.	
Section 4: Roles/Resources Required:	
Identify the State and Contractor resources and required skills/knowledge involved in the deliverable preparation and review.	

DELIVERABLE EXPECTATION DOCUMENT	#:

Section 5: Deliverable Acceptance Criteria

1. List specific acceptance criteria for the deliverable. The minimum acceptance criteria for a deliverable:
    - Adhere to DED
2. List specific entry criteria or required deliverable predecessors.

Section 6: Deliverable Payment Details

1. Identify the payment schedule/breakdown as applicable for this deliverable.
2. Identify the cost as identified in the EXHIBIT D: COST WORKBOOK.
3. Withholds, if applicable.

Section 7: Deliverable Expectation Document Approvals

This DED was completed according to contract requirements of contract #

CONTRACTOR APPROVAL	STATE APPROVAL
Printed Name of Authorized Representative:	**Printed Name of Authorized Representative:**
Signature of Authorized Representative:	**Signature of Authorized Representative:**
Title:	**Title:**
Date:	**Date:**

ATTACHMENT 19: DELIVERABLE ACCEPTANCE DOCUMENT

Contractor Name:

CPUC Contract #:

Deliverable Acceptance #:

Month Work Completed (MM/YYYY):

Deliverable Expectation Document #:

Task #	Task Description	Resource	Hours	Total Cost
			TOTAL	

The CPUC accepts the deliverables and tasks completed for work performed for this Deliverable Acceptance Document. Documents or artifacts invoiced for this period must be attached to the invoice, if applicable. The invoice will be rejected by the CPUC Contract Manager if the documents or artifacts are not attached. The fully signed DAD must be included with the invoice for payment.

Agreed and accepted by:

	CPUC Contract Manager	Contractor
Printed Name:		
Signature:		
Title:		
Date:		

ATTACHMENT 20: Contractor's Invoice Format - Template

Bill to:

California Public Utilities Commission
Communications Division
ATTN: Fiscal Unit – eCAP Submissions
Submit Invoices Here: https://ecap.cpuc.ca.gov/s/

Additional Notes for Clarity:

1. Submission Process:
    - Invoices must be submitted directly to the **eCAP platform** at the link provided.
    - Invoices will be subject to verification and approval by the CPUC Contract Manager in accordance with the Contract.

2. Approval Workflow:
    - Ensure all required documentation and approvals required by the Contract are complete before submission to avoid delays. Invoices must include the authorized DED, completed and signed DAD, and copies of deliverables or work products, if applicable.

Date Submitted via eCAP/
Invoice Period:

_____

Contractor's Name/CPUC Contract and/or PO#:

_____

Contractor's Address:

_____

Contractor's Tel. Numbers:

_____

Contractor's Email Address:

_____

Contractor's Federal Tax ID#:

_____

Total Invoiced by Contractor **$**_____

Less: 20% Payment Withhold **$**_____

Total Paid by CPUC for all Labor **$_____**

***Contract Balance/Total Withhold**

Owed to Date*: **$_____/$_____**

Contractor's Signature/Date:

_____

Contractor shall attach all required reports and other supporting documentation required by the Contract, including the authorized DED, completed and signed DAD, and copies of deliverables or work products, if applicable.

ATTACHMENT 21: Acceptable Use of Security

This Acceptable Use of Security Policy governs the use of CPUC-owned or leased systems, equipment, and facilities by the Contractor and its staff. Compliance with this policy is mandatory to ensure the security, integrity, and confidentiality of CPUC assets.

1. **Purpose**
   The purpose of this policy is to define acceptable and unacceptable use of CPUC systems and equipment to protect against unauthorized access, data breaches, and misuse.
2. **Scope**
   This policy applies to all Contractor staff and subcontractors authorized to access CPUC systems, equipment, or facilities as part of the contract.
3. Responsibilities
   - Users must only access systems and data necessary for their job duties.
   - Users must not share passwords or access credentials.
   - All access and use must comply with applicable laws, regulations, and CPUC policies.
   - Users must report any suspected security incidents immediately to the CPUC Contract Manager or designated assignee.
   - Physical and digital assets must be used responsibly and returned at the end of the contract or upon request.

4. Prohibited Activities
   - Unauthorized access to systems or data.
   - Sharing confidential information without CPUC approval.
   - Downloading, installing, or using unapproved software.
   - Using CPUC resources for personal or non-contract-related purposes.
   - Engaging in any activity that compromises the security or integrity of CPUC assets.

5. Monitoring and Enforcement
   - CPUC reserves the right to monitor all system activity.
   - Violations of this policy may result in immediate revocation of access, removal from the project, and potential legal or contractual consequences.

6. **Acknowledgment and Agreement**
   The Contractor is responsible for ensuring that all Contractor personnel who are granted access to CPUC-owned or leased systems, equipment, networks, and/or facilities are provided this Acceptable Use of Security Policy and instructed to comply with it prior to being granted such access.

   The Contractor shall maintain internal records documenting that applicable personnel received the Policy and were instructed on compliance requirements. Signed acknowledgments are not required to be submitted with the proposal. Upon request during contract performance, the Contractor shall provide the CPUC Contract Manager written confirmation that applicable

personnel have received the Policy and have been instructed on compliance requirements.

ATTACHMENT 22: GLOSSARY OF TERMS

The following information contains general terms and definitions as used throughout this document:

- **Abandon Time:** The time it takes a caller to hang up before they are answered by an agent.
- **Advisory Committees:** The Telecommunications Access for the Deaf and Disabled Administrative Committee (TADDAC) and the Equipment Program Advisory Committee (EPAC) In this contract, all references to advisory committees are defined as meaning the TADDAC and EPAC.
- **Agreement/Contract:** A legally binding obligation or contract by whatever name known or in whatever format used (including purchase orders), between the State and another entity, public or private, for the provision of goods or services.
- **American Sign Language (ASL):** A distinct language with its own grammar and syntax, not based on spoken English. It is used for communication by the Deaf community.
- **Ancillary Staff:** Non-management level Contractor staff.
- **Automated Call Distribution / Automatic Call Distributor (ACD):** A contact center capability that automatically queues, routes, and distributes inbound calls to available agents, and supports call handling metrics and reporting. ACD may also refer to a platform(s) designed to accept and present customer contacts to the Contractor’s personnel to provide efficient and documented service.
- **Average Queue Time:** The average length of time callers spend queued for an agent.
- **Average Calls Abandoned:** The ACD provides this measurement which is indicative of the average number of callers that hang-up before reaching a live agent.
- **Average Speed of Answer (ASA):** The average time a call waits in queue and rings at the agent’s phone before being answered. (Answer time/ACD calls). ASA is an ERP-managed voice-channel queue metric and does not apply to Direct Video Calling (DVC) unless expressly stated elsewhere in the Contract.
- **Average Talk Time:** The average length of time the caller is Connected to an agent. (ACD time/ ACD calls).
- **Bagley-Keene Open Meeting Act:** Government Code Sections 11120-11132 regulates the public proceedings of State agencies. The Act intends to ensure that the deliberations and actions of State agencies be made openly.
- **Bidder:** 1. A supplier who submits, or has identified their intention to submit, a bid to the State in response to a solicitation. 2. An individual, sole proprietorship, firm, partnership, corporation, or any other business venture that responds to a solicitation.
- **Blocked Calls:** A call that is unable to be presented to an answering point because of an insufficient number of open circuits to complete the call. These callers normally receive a busy signal.
- **California Department of Technology (CDT):** The State department providing technology

procurement oversight for this solicitation through its Office of Statewide Technology Procurement (OSTP).

- **Call Duration (Talk Time):** The time the caller was Connected to an agent.
- **California Connect (CAC):** The CPUC's state-mandated deaf and disabled telecommunications program, marketed under the "California Connect" brand. CAC provides eligible Californians with specialized communications equipment, relay services, and speech assistance programs. A surcharge on intrastate communications services that appear on users' bills pays for both California Connect (CAC) and the California Relay Service (CRS).
- **California Public Utilities Commission (CPUC):** Means any of the following based on the context in which it is used. The CPUC acting as a deliberative body; and/or CPUC employees or staff that the CPUC may delegate or appoint; and/or a Division or Program under the jurisdiction of the CPUC.
- **California Relay Service (CRS):** A relay service that enables individuals who are Deaf, hard of hearing, have combined hearing and vision loss, or have speech disabilities to communicate by telephone with other users through trained Communications Assistants and/or approved relay technologies. The service supports communication between relay users and voice telephone users and may include additional relay technologies approved for the program.
- **California Telephone Access Program (CTAP):** A state-mandated program designed to provide specialized telecommunications equipment and services to Californians who have difficulty using a standard telephone. It ensures that individuals with disabilities can access basic telephone services. It is part of the CPUC's CAC program.
- **Call Management System (CMS):** Generally, an adjunct or optional component of an ACD system that provides more customizable control, management and/or reporting of the ACD's functionality.
- **Captioned Telephone (CapTel)/Enhanced VCO Service:** The service and specialized equipment that provides word-for-word captions of everything said by the other party in a telephone conversation. At the same time, the voice can be heard via an amplified handset.
- **Certification:** This means that a user has been certified by a medical professional to receive equipment and/or services relevant to the user's abilities. Customers must complete a certification form, and have it signed by a certifying agent (licensed medical doctor, licensed optometrist, licensed audiologist, Department of Rehabilitation Counselor, licensed speech-language pathologist, superintendent or school audiologist at the California School for the Deaf in Riverside and Fremont, licensed hearing aid dispenser, and licensed physician assistant), and return the form to the PPCA for approval.**Contact Center:** A service that receives telephone inquiries from individuals in California regarding the equipment program. The Contact Center Services are provided through a contract between the State and a Program Vendor Partner awarded a contract through a competitive bid. The Contact Center maintains, through the use of a database, current information on users who have been allocated equipment, handles routine questions on equipment, makes appropriate referrals for home visits by the PPCA, arranges for information or

equipment to be sent from the warehouse, and refers inquiries for network services to appropriate local telephone companies.

- **Contractor:** Contractor providing services for this Statement of Work (SOW).
- **CPUC Contract Manager:** The CPUC-designated contract manager assigned to this Contract. The CPUC Contract Manager is authorized to act on behalf of the State for contract administration and direction under this Contract, including final acceptance of deliverables/services and invoice approval, as described in the SOW and Contract.
- **Create, Review, Update, Archive (CRUA):** A governance framework used to define accountability for program records and reporting artifacts by identifying which party is responsible to create, review, update, and archive/retain specific records or reports. CRUA assignments are for governance clarity and internal program management and do not modify, supersede, or relieve any party of obligations established in the Statement of Work (SOW), contract, or applicable amendments.
- **Customer Advisors (CA):** Staff who operate and provide services at the facilities. CA responsibilities include approving certification forms, assessing user abilities, providing program equipment to the users, training users on equipment and/or services, and explaining user responsibilities.
- **Customer Relationship Management (CRM) / CRM System:** The program's system used to track and manage customer interactions and customer tickets/cases, including ticket status and account status. The CRM System also serves as the access point for inventory/asset information tied to customer accounts, including equipment serial numbers and warehouse/field inventory status, which are updated from the Warehouse Management System (WMS) on a nightly/daily basis (or in real time for ticket transactions) and made available to CPUC (or its designee) for operational visibility.
- **Customer Satisfaction (CSAT):** A measure of customer satisfaction, typically based on direct customer survey feedback and/or other CPUC-approved customer feedback mechanisms.
- **Customer Service Representative (CSR) –** The person who answers the calls coming into the Contact Center.
- **Deliverable Acceptance Document (DAD):** A document used to record CPUC review and acceptance (or rejection) of a deliverable/task and associated acceptance information, used to support invoicing/approval as applicable.
- **Deliverable Expectation Document (DED):** A document used to define the expectations, scope, schedule, roles, acceptance criteria, and other requirements for a deliverable/task. The DED is developed by the Contractor in coordination with the CPUC Contract Manager and must be approved before work begins.
- **Direct Service Delivery:** Service that provides specialized telephone equipment either through in-home delivery service by a field advisor of specialized Communications equipment or at the facility by a user advisor.
- **Direct Video Calling (DVC):** A distinct accessibility channel using real-time video

communications to support Deaf and hard-of-hearing users. DVC must support functional equivalence consistent with applicable accessibility standards, including the ability to initiate and receive inbound and outbound video communications, persistent and uniquely identifiable reachability mechanisms (e.g., ten-digit numbering or functionally equivalent identifiers), continuity of communication across sessions, devices, and networks, interoperability with commonly used consumer devices and communication platforms, and reliable service performance. DVC may include communications delivered in American Sign Language (ASL) and/or other CPUC-approved accessible modalities, as applicable. DVC is distinct from Video Relay Service (VRS), and the Contract does not require dependency on any particular VRS provider or vendor ecosystem.

- **Disabled Veteran Business Enterprise (DVBE):** A vendor/business classification and associated program requirements established by the State of California for qualifying Disabled Veteran Business Enterprises.
- **Electronic Claim and Application Portal (eCAP):** CPUC's electronic portal used for invoice submittal and processing, as directed by the CPUC Contract Manager.
- **Enterprise Resource Planning (ERP):** The program platform(s) used to support program operations (e.g., finance, CRM, inventory tracking, compliance, and reporting). In this solicitation, ERP platform responsibilities are addressed under a separate ERP contract (not this EPC scope), unless otherwise stated.
- **Equipment Processing Center (EPC):** Provides operational services supporting CAC program devices through: (1) Contact Center Operations and (2) Warehouse and Inventory Management.
- **Equipment Program Advisory Committee (EPAC):** Committee that provides recommendations to the TADDAC on equipment for the program.
- **Electronic Vendor Application of Qualifications (eVAQ):** CDT OSTP's vendor prequalification process/application required for certain solicitations.
- **External Metrics:** These are usually characterized as "soft" numbers as they are the collected attitudes, opinions, and emotions of customers or other interested parties. The data may be collected by survey, focus group or interview methods.
- **Facility**: A public storefront location for users to test specialized Communications equipment that they may be eligible to receive and to obtain one-on-one training. Appointments are not needed. A user must bring a completed signed certification form to receive equipment. A user may also upgrade or exchange broken equipment at any Facility.
- **Field Operations Specialist (FOS):** Staff who provide home visits to users who are unable to visit a facility or who require training on equipment. FOS responsibilities include contacting the user to discuss options for the user and, if necessary, making the appropriate arrangements for the user to receive the equipment and be trained on the use of the equipment.
- **Fiscal year and fiscal quarter:** Respectively mean, the year ending June 30 and each of the three-month periods ending September 30, December 31, March 31, and June 30.
- **First In, First Out (FIFO):** An inventory management method in which items are issued/shipped in

the order they are received (i.e., the oldest inventory is issued/shipped first) to support inventory rotation and reduce aging/obsolescence.

- **Functional Equivalence:** For DVC and other accessibility communications, the capability to provide communication reachability, continuity, interoperability, and service performance comparable in substance to voice-based telephony services, regardless of the underlying technical implementation.
- **Interactive Voice Response (IVR) / Interactive Voice Response Unit (IVRU)**: A customer-optional automated voice menu system used by the California Connect (CAC) Contact Center to route callers and provide self-service information (e.g., estimated wait time and automated updates on application or equipment order status), with the ability to opt out and reach a live agent during normal business hours, subject to CPUC approval of scripts, functionality, and content.
- **Internal Metrics:** These are generated by computers internal to Contact Center Technology (PBS, ACD, or VRU) or through departments such as Accounting, Finance, or Human Resources. Internal metrics are commonly perceived as "hard" numbers. Examples include average handle time, queue time, and abandon rate.
- **Key Performance Indicator (KPI):** A measurable performance metric used to monitor performance against Contract requirements and service quality objectives.
- **Lead staff:** Management level staff of the Contractor overseeing one or more program departments; also includes administrative and contract management level Contractor staff.
- **Listed Directory Number (LDN) –** The published number or other service telephone number that is directed to a telephone system. Generally, different LDNs are used for each dialable telephone number that requires a unique answer phrase, routing or other call processing and answering treatment.
- **Learning Management System (LMS):** A system used to deliver and manage training content (e.g., for program staff, consumers, and partners), as applicable.
- **Maintain:** Means to preserve or keep in a given existing condition with reasonable wear, tear, and usage, or such other condition as required under an applicable contract all equipment, workstations, and work site locations the CPUC provides to the Contractor. The maintenance of items the Contractor owns or leases for use under this Agreement is the sole responsibility of the Contractor.
- **Manage; Manage and Operate:** to oversee the services provided under a contract, and to carry on the business and day-to-day activities related to CAC under the direction of the CPUC.
- **Mandatory Optional (MO):** A requirement or deliverable that the Contractor must perform only if CPUC exercises the option and provides written direction to proceed (including any required amendment).
- **Maximum Contract Amount:** The amount of the winning Vendor Partner’s bid and any funds added by the CPUC for a specific non-competitive bid purpose or via an amendment.
- **Methods & Procedures Documentation (M&P) –**Contractor-created documentation on the methods and procedures it will follow to provide the required services. The M&P, which is to be

developed collaboratively by the Contractor working with the PPCA and approved by the CPUC, will act as a detailed process guideline to the Contractor's management and staff to fulfill its contracted services.

- **Monthly Service Level Performance Scorecard:** A Contractor-prepared monthly SLA performance reporting deliverable submitted to the CPUC, or its designee, by the 5th business day of the following month. The Scorecard provides monthly detail summary information and year-to-date information; includes all SLA metrics; indicates whether Contract compliance has, in the Contractor's analysis, been met; separately identifies ERP-managed voice-channel queue metrics, DVC accessibility-channel response and service metrics, and EPC-controlled operational metrics; and includes itemized monthly and contract-to-date liquidated damages totals when applicable.
- **New and current [equipment]**: "New and current" means equipment that is factory new, unused, and part of the manufacturer's active production line at the time of delivery. The term excludes refurbished, reconditioned, used, discontinued, prototype, demonstration, or show models unless explicitly authorized in writing by the program.
- **No Trouble Found:** Status assigned during initial functional testing indicating no functional defect was identified.
- **Not-to-Exceed (NTE):** The maximum dollar amount the State may pay under the Contract, or under a specified budget line item/fund, as applicable. The State will pay only for properly performed, accepted, and invoiced services/costs in accordance with the Contract, up to the applicable NTE limit.
- **Number of Inbound Calls Handled (NCH) –** The number of calls that were handled by an agent.
- **Number of Inbound Calls Offered (NCO) –** The number of calls which came into the Contact Center. (NCO = NCH + the number of blocked calls + the number of calls abandoned + the number of after-hours calls)
- **Omnichannel:** The capability to receive, manage, and respond to customer contacts across multiple CPUC-approved communication channels (e.g., voice, TTY, CapTel, VRS, email, web-based chat, text, fax, mail, and video calling), while maintaining a consistent interaction history and case/ticket status across channels (e.g., via the CRM System).
- **Percentage of Abandoned Calls:** The percent of queued calls that were abandoned before being answered by an Agent. (100*(abandoned calls/calls offered))
- **Percentage of Calls Placed in Queue:** Percent of calls waiting in queue for an agent. (Number of calls in queue).
- **Personally Identifiable Information (PII):** Any data that can pinpoint an individual, either by itself or when combined with other information.
- **Primary Program Contract Administrator (PPCA):** The CPUC-designated oversight Contractor for the California Connect (CAC) program. The PPCA supports CPUC with program and contract administration and oversight across Vendor Partners and Contractors, including (as applicable) approving Certification Forms, coordinating referrals/home visits, reviewing performance reporting, and coordinating multi-vendor Transition dependencies. The PPCA is distinct from the CPUC

Contract Manager and does not replace the CPUC Contract Manager's role for this EPC Contract.

- **Procedures Manual:** A Contractor-developed manual that documents the Contractor's operational procedures, work instructions, roles and responsibilities, and escalation paths used to perform the Services and comply with Contract requirements. The Procedures Manual shall be maintained and updated as needed during the Contract term and stored in the CPUC-designated document repository.
- **Project Management Plan (PMP):** The Contractor's plan describing how the Contractor will manage project scope, schedule, costs, communications, risks/issues, and related project management processes under the Contract.
- **Proposal:** An offer made in response to a Request for Proposal (RFP). Also referred to as a Bid and response.
- **Quality Management Plan (QMP):** The Contractor's plan describing the quality assurance approach, quality metrics, process improvement approach, and related quality management processes under the Contract.
- **Queue Time:** This is the average number of seconds that a caller spends waiting for a CSR to answer the telephone after being placed in the queue by the ACD.
- **Responsive Bidder:** A Bidder whose solicitation response is compliant with the solicitation requirements and indicates performance without deviation from the terms and conditions of the proposed contract.
- **Return Merchandise Authorization (RMA):** A formal, approved process used in retail and e-commerce allowing customers to return defective, damaged, or incorrect merchandise for a refund, repair, or replacement, generally within a warranty period.
- **Service:** A scope of work performed by CAC Vendor Partners under contract to the CPUC.
- **Service Level Agreement (SLA) / Service Level Agreements (SLAs):** The service level requirements, metrics, reporting, and remedies set forth in SECTION 22. Service Level Agreements (SLAs) (and any CPUC-approved updates).
- **Specialized Communications Equipment (SCE):** Communications equipment that facilitates conversations over the public telephone network for individuals certified as having functional limitations of hearing, vision, mobility, speech, and/or interpretation of information.
- **Speech Generating Device (SGD):** The CAC is the provider of last resort for SGDs. Applicants who have exhausted all public and/or private insurance available to him or her may apply to the DDTP SGD funding.
- **Speech-to-Speech Relay Service (STS):** Provides live operators to voice for people who are speech-disabled.
- **State:** The State of California or the CPUC as referred to in this SOW.
- **Talk Time (Call Duration):** An internal metric for the total number of seconds the caller was Connected to a CSR.
- **Teletypewriter (TTY):** A device used by people with hearing or speech impairments to communicate over telephone lines by typing text in real-time. Often called text telephones (TT) or

telecommunications devices for the deaf (TDD), they allow users to send messages via beeps converted into text on a screen.

- **Total Calls Offered:** The total incoming calls for service. (calls handled + calls abandon + calls after hours).
- **Transition-In Director:** The Key Staff that directs Transition-In activities, which may also be referred to as the Transition Director if the Contractor staffs one person for both Transition-In and Transition-Out.
- **Transition-Out Director:** The Key Staff that directs Transition-Out activities, which may also be referred to as the Transition Director if the Contractor staffs one person for both Transition-In and Transition-Out.
- **Trouble Found:** Status assigned during initial functional testing indicating a functional defect was identified.
- **Virtual Desktop Infrastructure (VDI):** A remote access method used by authorized users to access CPUC systems and/or resources via a virtual desktop environment, as approved by CPUC.
- **Vendor Partners:** Vendors (other than the Contractor) that will provide services to CAC that are not part of this Statement of Work.
- **Warehouse Distribution Center:** Location shall be provided by the CAC Customer Support and Equipment Processing (EPC) Contractor from where all specialized Communications equipment is distributed to users ordering from the Contact Center, or to field advisors to distribute to users in homes, or to user advisors to distribute to users visiting facilities, through a contract between the CPUC and the Contractor.

EXHIBIT A: STATEMENT OF WORK

Request For Proposal (RFP)

23NS0710

PART 2 – BIDDER RESPONSE

FOR

CAC Equipment Processing Center (EPC)

May 22, 2026

Issued by:

STATE OF CALIFORNIA

California Public Utilities Commission

505 Van Ness Avenue, San Francisco, CA 94102

Part 1 of the solicitation contains the Bidder and bidding instructions, proposal form instructions, solution requirements and instructions, and all other instructional/compliance information that the Bidder must meet in order to be considered responsive and responsible to the solicitation.

Part 2 of the solicitation contains all forms a Bidder must complete and return with its proposal, including administrative forms, qualification forms, requirement responses and all exhibits/attachments discussed in Part 1.

Disclaimer: The original PDF version and any subsequent solicitation addenda released by the Procurement Officer of this solicitation remain the official version. In the event of any inconsistency between the Bidder's versions, articles, attachments, specifications or provisions, the official State version of the solicitation in its entirety shall take precedence.

STATEMENT OF WORK

1. Introduction

This Statement of Work (SOW) and all associated Exhibits/Attachments/etc. (hereinafter referred to as the "Contract") describes the services to be provided by the awardee, hereinafter referred to as the “Contractor”. The Contractor agrees to provide the California Public Utilities Commission, (herein after referred to interchangeable as the “State” or “CPUC”) Equipment Processing Center (EPC) Services as described herein. The Contractor will be responsible for Contact Center operations and Warehouse & Inventory Management, supporting seamless interaction between consumers, field representatives, and program stakeholders to ensure excellent customer service and efficient provision of goods and services to eligible consumers.

This engagement consists of services which must be completed in accordance with this Contract. All services rendered under the Contract shall be priced in accordance with EXHIBIT D: COST WORKBOOK. The Contractor is responsible for completing all tasks, deliverables, and all services as detailed in the Contract at the prices, rates, and other costs provided in EXHIBIT D: COST WORKBOOK.

"Contractor" refers to the firm that shall provide the staffing to perform the services. "Consultant(s)" refers to the Contractor's staff who will perform the services. The term "Contract" or “Agreement” will be used interchangeably throughout the documents.

1.1. Background and Purpose

Under this Contract, the Contractor shall provide business process services to support the California Connect (CAC)’s Contact Center and Equipment & Inventory Management operations. Services will focus on:

- **Efficient call center management** for customer inquiries and troubleshooting.
- **Inventory control and distribution** of telecommunications equipment & services.
- **Accurate performance reporting** to CPUC and the Primary Program Contract Administrator (PPCA).
- **Operational coordination** with the new Enterprise Resource Planning (ERP) Contractor (Separate IT procurement managing finance, CRM, inventory, and compliance platforms), ensuring smooth business workflows.
- **Compliance** with all program regulations while enhancing service quality.

The Contractor shall provide the following services:

A. **Contact Center Operations**
The Contractor will operate a Contact Center with toll-free numbers, providing multiple access methods and language support to ensure equitable communication for all eligible users. Core activities include:

- **Inbound Call Support**: Assisting consumers with general inquiries, application, evaluation, training, equipment and services-related inquiries, including technical support, return merchandise authorization (RMA), and shipment status updates.
- **Outbound Call Management**: Coordinating proactive communication with consumers about service and equipment updates, delivery notifications, and arranging on-site support with Field Operation Specialists.
- **System Integration Support**: Leveraging TTY Call Management, Smart Mailing & Shipping solution, cloud-based online fax solution, and Video Call Support to enhance operational efficiency.

Exclusions:

- Functions managed via ACD/IVR capabilities are excluded, as these now fall under the ERP Contract. The EPC Contact Center scope is limited to equipment-related consumer interactions.

B. **Equipment and Inventory Management**
The Contractor will oversee warehouse operations to manage the inventory of program devices, from procurement, storage, distribution, shipping and returns and replacements. Key responsibilities include:

- Managing program inventory, including telecommunication and communication devices and assistive technology devices.
- Implementing barcode-based asset tagging for real-time inventory tracking and reporting.
- Ensuring data synchronization with the ERP system for accurate device lifecycle updates, including warranty and end-of-life status.
- Supporting Field Operation Specialists in device and services distribution and maintenance in remote areas.
- Generating inventory and operational reports for compliance with CPUC and audit requirements.
- Maintaining adherence to regulatory standards such as the State Administrative Manual (SAM) and PUC Section 2881.

Exclusions:

The Contractor will not manage the **ERP platform**, whether Microsoft Dynamics 365 (MBD/D365) or an alternate solution, or associated digital platforms, as these responsibilities have transitioned to the new ERP Contractor (Separate IT procurement managing finance, CRM, inventory, and compliance platforms).

The following work packages are explicitly excluded from this Contract:

1. Infrastructure Management and Optimization: Any tasks related to ERP platform infrastructure optimization and program-wide system integrations are excluded and will be handled under the separate ERP Contract.
2. System Integration: The real-time integration between the Warehouse Management System (WMS) and the ERP platform is not part of this Contract and will be addressed in the ERP Contract.
3. Financial Management System: All financial management and reporting within the ERP platform will be managed through the ERP Contract.

C. **System Management and Data Ownership:**

Unless expressly stated otherwise in this Contract, the Contractor may select, own, operate, and manage Contractor-operated tools, systems, and supporting infrastructure necessary to perform EPC services within the scope of this Contract. Authorized CPUC staff shall be granted access to such Contractor-operated tools and systems as required by this Contract for oversight, reporting, audits, inspections, and retrieval of Contract data and work products. The CPUC shall retain ownership of all CAC data, Contract data, deliverables, work products, and service-related records pertaining to the services outlined in this Contract. Nothing in this Contract requires the Contractor to own, administer, configure, maintain, or control the ERP platform or other separate CPUC enterprise systems outside the EPC scope.

If ERP-managed systems or ERP Contractor resources are not available at Contract start or during Transition-In, the Contractor shall continue performing required EPC services using CPUC-approved available systems, Contractor-operated tools where permitted by this Contract, and CPUC-directed interim workflows until ERP-managed systems and services are available. No separate payment shall be made for this interim operating approach beyond payment for the required EPC services performed under this Contract. This interim operating approach does not transfer ERP migration, ERP implementation, ERP platform administration, ERP technical integration, CRM/D365 transition, or ERP data-transfer responsibility to the Contractor and does not expand EPC scope.

2. Description of Proposed New System or Service

The Equipment Processing Center (EPC) provides operational services supporting California Connect (CAC) program devices through: (1) Contact Center Operations and (2) Warehouse and Inventory Management. The current EPC contract also includes CRM (Microsoft Dynamics 365) hosting/ maintenance.

The current EPC Contract consists of the following work packages:

- **Contact Center Operations:** Customer support services for CAC program devices.
- **Warehouse and Inventory Management:** Warehouse operations and inventory management for CAC program devices.
- **CRM / Microsoft Dynamics 365:** Hosting and maintaining the CRM platform supporting customer records/workflows and reporting.

The proposed new EPC contract will provide the following work packages:

- **Contact Center Operations:** Continued customer support services for CAC program devices.
- **Warehouse and Inventory Management:** Continued warehouse and inventory services for CAC program devices.
- **Removed from EPC Scope:** CRM (Microsoft Dynamics 365) and ERP platform functions will be addressed under a separate ERP contract and are not included in this contract.

The following are required of the Contractor for the EPC services, if applicable:

- **Project design/development/integration:** This procurement is primarily for operational service delivery (Contact Center + Warehouse/Inventory). The State is not procuring a new enterprise system under EPC. The Contractor shall coordinate operational workflows with the separate ERP Contractor as required by this Contract.
- **Commercially available hardware:** Not specified for State purchase under this contract.
- **COTS software:** No COTS application platform is being procured by the State under this contract.
- **Custom-developed software:** Not required under this contract.

3. Term of Contract

Effective upon approval of CDT, Office of Statewide Technology Procurement (OSTP), the base term of the Contract is two (2) years.

The State, at its sole discretion, may exercise its option to execute three (3), one-year extensions to perform the EPC services for a maximum Contract term of five (5) years (includes Base Contract term plus all optional extensions) at the originally agreed-upon rates specified in this Agreement.

The Contractor shall not be authorized to deliver goods or commence performance of services described in this Agreement prior to the effective date. Any delivery of goods or performance of services by the Contractor that is commenced prior to the effective date shall be at no cost to the State.

The State is not obligated to use any or all of these options. The Agreement is of no effect unless approved by CDT and no work shall begin before full execution of the Agreement.

4. Amendment

The Agreement may be amended, consistent with the terms and conditions of the Agreement, and by mutual consent of both parties, subject to approval by the CDT Office of Statewide Technology Procurement under Public Contract Code (PCC) Section 6611. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved by oversight agencies if required. No oral understanding not incorporated in the Agreement is binding on any of the parties.

5. Location and Availability

The Contractor shall provide Contact Center services in a manner that ensures continuous, secure, and high-quality service delivery in alignment with all Contract requirements. The Contractor may propose a remote, hybrid, or facility-based staffing model for Contact Center operations, subject to CPUC approval. The Contact Center is not required to operate from a centralized physical call center facility.

All Contact Center personnel, regardless of location, shall:

- Access systems through secure, controlled environments.
- Comply with all applicable security, confidentiality, privacy, and information-handling requirements.
- Be properly trained and supervised.
- Be able to meet all Service Level Agreements (SLAs) and performance requirements.

The Contractor may also be required to attend meetings with CPUC staff or other stakeholders. Meetings shall be in-person except otherwise approved to be held using State-approved remote conferencing tools as determined by the CPUC Contract Manager. Refer to SECTION 11. Contractor’s Roles and Responsibilities for additional program requirements. The Contractor’s staff must be fully dedicated to this contract unless otherwise approved by the CPUC Contract Manager or their designated representative.

EPC Site and Contact Center Facilities

No minimum or maximum square footage requirements apply to Contact Center operations. If the Contractor proposes use of any physical Contact Center facility(ies), such facility(ies) shall be subject to

CPUC review and approval and must comply with applicable accessibility and security requirements.

The Contractor shall operate a Warehouse Distribution Center physically located within the State of California for inventory processing and shipments and maintain secure storage areas for telecommunications equipment and accessories.

The Contractor shall maintain service availability and operating hours as follows:

- Contact Center live customer interaction hours: Monday–Friday, 8:00 AM – 6:00 PM PT.
- Warehouse Operations: Monday–Friday, 7:00 AM – 4:00 PM PT.
- Disaster-related & Emergency calls: 24 / 7 / 365.
- After-Hours Support: Limited to urgent service escalations.

The Contractor shall maintain secure infrastructure to protect Personally Identifiable Information (PII) and comply with all applicable CPUC privacy and data handling standards.

The Contractor shall maintain reliable internet connectivity, workstation readiness, and access capabilities sufficient for Contractor personnel to access and use CPUC-designated and/or ERP-managed customer support platforms required for contract performance.

The Contractor shall ensure Contractor supervisory staff have access to call monitoring, quality-monitoring, and supervisor tools provided through ERP-managed platforms and/or EPC-operated channels, as applicable, and that such staff are trained to use those tools effectively for service quality, compliance, and training purposes.

Any physical Contractor facility used to perform Contract work shall be accessible for periodic site inspections or audits by CPUC or its designees. Any physical Contact Center facility accessed by staff or visitors must comply with applicable accessibility laws, including the Americans with Disability Act (ADA), Section 508 standards, and CPUC program accessibility standards.

The Contractor shall maintain staffing and workflow continuity to ensure uninterrupted service.

Except for Disaster-related & Emergency calls, standard Contact Center live customer interaction hours are not required on State of California holidays recognized by the California Department of Human Resources (CalHR). Meetings and deliverables must adhere to the applicable operational period.
Source: California State Holidays

Transition Period (if applicable) Location Requirements

During the Transition-In period (if applicable), the Contractor shall collaborate with the current PPCA Contractor. Following the successful completion of the Transition-In phase, key staff and other personnel

may continue to support the contract remotely unless a physical presence is required to fulfill specific contract obligations.

6. Site Visit

The Contractor shall permit the State to conduct on-site visits, inspections, or audits of the Contractor's work facility at any time during the term of the contract, as deemed necessary by the State in its sole discretion.

The Contractor shall cooperate fully with all State-initiated site visits, inspections, or audits and shall make the facility, relevant personnel, and applicable records available upon reasonable notice from the State. Refusal or failure to comply shall constitute a material breach of contract.

At the State's sole discretion, an in-person visit may be substituted with a virtual walkthrough conducted via a State-approved conferencing platform. However, the State retains the right to require an in-person visit at any time, notwithstanding any prior virtual walkthrough.

7. Contract Representatives

All notices required by, or relating to, this Contract shall be in writing and shall be sent to the parties of the Contract at the address set below unless changed from time to time, in which event each party shall so notify the other in writing, and all such notices shall be deemed duly given if e-mailed and directed to the addresses then prevailing. All inquiries during the term of this Contract will be directed to the contract representatives listed below. Contract representatives may be changed by written notice without amending this Contract.

The California Public Utilities Commission contract representatives during the term of this contract will be:

PROJECT/PROGRAM CONTRACT REPRESENTATIVES			
State Department: California Public Utilities Commission		Contractor: TBD	
Name:		Name:	
Title:	Contract Manager	Title:	Project Manager
Telephone		Telephone Number:	

PROJECT/PROGRAM CONTRACT REPRESENTATIVES			
Number:			
E-mail Address:		E-mail Address:	

Direct all contract inquiries to:

CONTRACT REPRESENTATIVES FOR INQUIRIES			
State Department: California Public Utilities Commission		Contractor: TBD	
Name:		Name:	
Title:	Contract Administrator	Title:	
Telephone Number:		Telephone Number:	
E-mail Address:		E-mail Address:	

8. Solution Requirements

Refer to EXHIBIT B: DELIVERABLES AND MILESTONES TABLE for the solution requirements of this Contract.

9. State Data Center or Contractor Hosted Facility Environment

The Contractor must ensure that the physical location of its data center, where the data is stored, is within the continental United States, and remote access to State data from outside the continental United States is prohibited unless approved in advance by the State Chief Information Security Officer, if applicable.

10. State's Roles and Responsibilities

A. The CPUC shall designate a CPUC Contract Manager to whom all Contractor communication may be addressed, and who has the authority to act on all aspects of the services. This person will review the Contract and associated documents with the Contractor to ensure understanding of the responsibilities of both parties.

B. The CPUC is responsible for providing the Contractor with access to departmental functional subject matter experts, stakeholders, and IT staff for interviews and meetings, as needed.
C. The CPUC shall provide a short-term workspace to the Contractor, if determined necessary by the CPUC.
D. At CPUC's sole discretion, CPUC shall provide the Contractor with access to materials and documentation related to this engagement.
E. The CPUC will provide timely review and decisions concerning approval of the information and documents provided by the Contractor to perform its obligations under this Contract.

11. Contractor’s Roles and Responsibilities

A. EXHIBIT B: DELIVERABLES AND MILESTONES TABLE provides the detailed deliverable requirements for the Contractor responsibilities described in this section. For ease of reference, EXHIBIT B: DELIVERABLES AND MILESTONES TABLE may be used as the ordered checklist for requirements. The Contractor shall comply with both this section and EXHIBIT B: DELIVERABLES AND MILESTONES TABLE.
B. The Contractor will work under the direction of the CPUC Contract Manager and will be accountable to the CPUC Contract Manager for performing work in accordance with scope, schedule, budget, and quality standards (solution must provide services agreed upon in the Contract).
C. The Contractor shall designate a primary contact person to whom all Project communications may be addressed and who has the authority to act on all aspects of the services.
D. A Deliverable Expectation Document (DED) is required for each deliverable. A template for the DED is provided in ATTACHMENT 18: DELIVERABLE EXPECTATION DOCUMENT. The Contractor will develop the DED with the CPUC Contract Manager.
E. All work products and deliverables shall be stored on the CPUC document repository (i.e., Content Server, SharePoint, code repositories) in a format compatible with CPUC document standards. The most current version of all work products and deliverables shall always be available for CPUC review. CPUC shall provide access to the CPUC document repository for authorized Contractor personnel, per SECTION 10. State’s Roles and Responsibilities.
F. Prior to expiration of the Contract, the Contractor shall return all State property, including security badges to the CPUC Contract Manager.
G. Contractor remote work may be proposed, subject to CPUC approval and the final Contract. Access to the CPUC network will be available remotely through a Virtual Desktop Infrastructure (VDI) account. CPUC reserves the right to reassess remote work arrangements if timely completion of deliverables becomes an issue. For Contact Center operations, the Contractor shall comply with the approved Contact Center operational model and all requirements in SECTION 5. Location and Availability, including any CPUC approval requirements for remote, hybrid, or facility-

based staffing. The Contractor shall collaborate with the CPUC throughout the contract term to ensure alignment with program goals, timely issue resolution, and smooth coordination of all operational activities.

The Contractor is responsible for acting as the **California Connect (CAC) Equipment Processing Center (EPC) Vendor Partner** for CPUC. The Contractor's Program Director or an authorized designee will be the primary recipient of all project communications and must have the authority to act on all aspects of the EPC service. This responsibility includes the following key areas of operation:

A. **Contact Center Operations**

The Contractor will manage all aspects of the Contact Center, focusing on general inquiries, evaluation and assessment, technical support for services and equipment and customer communications, including the functions below. For the ordered requirements, see EXHIBIT B: DELIVERABLES AND MILESTONES TABLE (Task IDs 8.1 - 8.35):

1. Inbound Call Management
    - Addressing specific inquiries such as:
        - Application and application status inquiries.
        - Conducting thorough evaluation to assess customers' needs.
        - Providing consumer guidance/instruction on the use, basic setup, and troubleshooting of program-issued equipment and related services during customer support interactions (leveraging the Knowledge Base and CAC testing and training materials, as applicable).
        - Providing service and device support and troubleshooting.
        - Processing replacement requests.
        - Providing shipment and delivery status updates for program devices.

2. Outbound Call Management
    - Managing proactive customer communications, including:
        - Updates on consumer account information
        - Provide additional evaluation and/or refresher training when the need is identified by the Contractor and/or when directed by the CPUC Contract Manager or their designee.
        - Follow-ups on usage of services and equipment
        - Follow-ups on status of work orders and tickets.
        - Provide updates regarding device delivery or collection.
        - Coordination with Field Operations Specialists for on-site support.

3. Call Reporting and Analytics
    - Generating and submitting to the CPUC reports on services and equipment-related calls,

such as:

- Application received, processing times, status and outcomes.
- Call volume by call type (audio, video or text), and purpose of call by specific category.
- Top ten issues reported by consumers.
- Performance metrics, including Average Speed of Answer (ASA), call duration, response and resolution times.

- Logging and tracking all call data in ERP platform to align with program-wide reporting standards.
- Analyzing call data to identify trends in device issues and provide specific actionable insights to the CPUC.
- Ensuring SLA compliance for call handling and response times.

4. Customer Data Handling
   - Ensuring accurate logging of all customer data related to service and equipment inquiries in the ERP platform.
   - Maintaining compliance with Contract confidentiality, recordkeeping, and audit/inspection requirements, and providing records and supporting documentation to CPUC as required for oversight and examination/audit purposes (including CPUC authority under PUC Section 582).
   - Limiting data handling to services and equipment-related information to remain within the Contractor's scope.

5. Equipment & Inventory Management

- The Contractor will oversee the full lifecycle of program services and equipment, including:
  - Receiving and Storage
    - Managing incoming equipment deliveries.
    - Storing devices and updating inventory records.
  - Tracking and Lifecycle Management
    - Utilizing asset tags for accurate tracking of devices from receiving to disposal using the warehouse management system.
  - Equipment Disposal
    - Disposing of end-of-life or defective equipment in compliance with the State Administrative Manual (SAM) Sections 3520, 3520.9–3520.10, 5365.3, and 5902–5903, and associated property disposition/accounting requirements in SAM Sections 8633 and 8640–8642, as applicable.

Note: Technical integration (design/build/configuration/maintenance) between EPC tools/WMS and the ERP platform will be provisioned and managed under the separate ERP contract. Under this EPC contract, the Contractor shall support ERP-related coordination through operational requirements clarification, testing/validation support, data-quality monitoring, and timely issue escalation/reporting. All data integration between the inventory management system and the **ERP platform** will be managed under the ERP contract.

System Integration Responsibilities

- EPC Systems Integration with ERP platform
  - Coordinate with CPUC and the separate ERP Contractor regarding needed data exchanges, mappings, cadence (real-time vs. batch), and security for EPC-operated tools (e.g., **NexTalk**, **Quadient**, **DropBox Fax**) and EPC operational processes.
  - Provide business requirements, specifications, and test samples as reasonably requested and participate in integration testing/validation to confirm agreed workflows and ERP records update accurately.
  - Monitor data flow and quality for agreed transfers (e.g., document/communication intake metadata, shipping/return transactions, and equipment lifecycle status updates) and promptly report issues to CPUC and the separate ERP Contractor.

- Participation in ERP platform migration
  - While the ERP Contractor remains responsible for **ERP platform** migration activities, the Contractor shall participate in joint planning sessions, validate EPC workflows and integrations affected by migration, and provide EPC-specific operational requirements or adjustments necessary to maintain continuity of EPC services.

- Compliance and Accountability
  - Maintain accurate and up-to-date records in CPUC-designated and/or ERP-managed systems to the extent required for EPC services, Contract audit/inspection and recordkeeping requirements, and CPUC oversight and examination/audit purposes (including CPUC authority under PUC Section 582: https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=582&lawCode=PUC).
  - The Contractor is responsible for ensuring that its EPC operations, including any Contractor-operated tools and any subcontractor-operated systems used to perform EPC services, can support required coordination and data exchange under this Contract.
  - The Contractor is not responsible under this Contract for ERP platform ownership, administration, technical build, or enterprise-system management outside EPC scope.

- EPC-Controlled Facility Networks and Security Measures
  - The Contractor shall manage and maintain the systems, infrastructure, networks, and security measures within EPC-controlled facilities supporting Contact Center and

Warehouse/Inventory operations, as necessary to support Contract performance, operational continuity, and compliance with applicable security, privacy, and regulatory requirements. This requirement does not extend to facilities managed under other program contracts.

- If the Contractor deploys security cameras or similar security monitoring tools within EPC-controlled facilities, the CPUC does not require continuous/live monitoring access. Upon written request from the CPUC Contract Manager and/or CPUC Information Security Office (ISO) (or designee), the Contractor shall provide view-only access and/or relevant footage or security records for oversight, audits, or incident response/investigations, subject to SECTION 18.2. CPUC INFORMATION SECURITY PROVISIONS confidentiality and need-to-know requirements.
    - The CPUC does not require continuous/live monitoring access. Upon written request from the CPUC Contract Manager and/or CPUC Information Security Office (ISO) (or designee), the Contractor shall provide view-only access and/or relevant camera footage for oversight, audits, or incident response/investigations, subject to SECTION 18.2. CPUC INFORMATION SECURITY PROVISIONS confidentiality and need-to-know requirements.

C. **General Responsibilities**

The Contractor shall coordinate with CPUC, Contractors, Vendor Partners, Advisory Committees, and Users to perform the following tasks:

- Staffing and Key Staff Management.
- Project Management.
- CAC Customer Support & Equipment Processing.
- Transition Activities, if applicable.
- Compliance with CPUC policies, audit requirements, and SLA standards.

Policy and Decision-Making Authority:
All policy and discretionary decisions related to the CAC remain exclusively with the CPUC.

I. Project Management Requirements

The Contractor Project Manager and Transition Director(s), as applicable, under the direction of the CPUC, will provide Project Management activities to manage and maintain the CAC EPC services. The Contractor must integrate the following project management requirements into the project management infrastructure.

- Project Management
- Schedule Management

- Risk and Issue Management
- Communication Management
- Document Management
- Quality Management
- Contractor/Subcontractor Management
- Contract Change Management

1. Deliverable 1 – Project Management

Project Management is an integral tool used by the CPUC to proactively keep abreast of the fast-paced challenges during the project. The framework in which the CPUC and the Contractor will manage the day-to-day activities is outlined in the Project Management Plan.

The Contractor shall develop and maintain comprehensive project management activities to ensure effective planning, implementation, and oversight of all EPC services as outlined in the Contract. Project management will be anchored on transparency, proactive risk mitigation, and stakeholder collaboration.

Project Kickoff Task

As part of Deliverable 1, the Contractor shall organize and conduct a **Project Kickoff Meeting** within fifteen (15) State business days of contract execution to establish a shared understanding of project objectives, roles, responsibilities, and deliverables.

The **Project Kickoff Meeting** must include the following:

a. Purpose and Scope Alignment:
    - Provide an overview of the contract scope, project timeline, deliverables, and success criteria.
    - Define and align expectations for collaboration with CPUC, Vendor Partners, and Advisory Committees.

b. Introduction to the Project Team:
    - Present key personnel, their roles, and responsibilities.
    - Establish lines of communication and escalation procedures.

c. Review of Initial Plans:
    - Discuss the initial Project Management Plan draft, including stakeholders, timelines, milestones, and dependencies.
    - Outline the Schedule Management Plan, Risk and Issue Management Plan, and the Communication Management Plan drafts.

d. Technology Integration Preparation:

- Confirm alignment of the EPC systems integration with ERP platform on the ERP platform, including data synchronization, reporting requirements, and security protocols.

e. Transition Activities:
   - If applicable, align on Transition-In activities, roles, and collaboration requirements with the Transition-Out Director for the current EPC contract and the Transition-In Director for the new ERP contract.

f. Kickoff Deliverable Submission:
   - Submit a **Kickoff Report** within five (5) business days of the meeting, summarizing:
     - Decisions made during the meeting.
     - Key agreements and outstanding issues.
     - Updates to the initial project plans based on CPUC feedback.

2. Deliverable 2 – Schedule Management

Schedule management is critical to the successful completion of a project. The CPUC requires the Contractor to transparently develop and manage the schedule, and to consistently meet Project milestones.

Schedule management includes but is not limited to:

- Approach, processes, and procedures to manage the schedule
- Schedule Management Plan
- Master Work Plan

3. Deliverable 3 – Risk and Issue Management

The Risk and Issue Management Plan documents the recognition, analysis, planning, monitoring, and control of events that, should they occur, may result in a negative impact to project objectives. The Plan also supports the Contractor’s efforts to ensure that any matter impacting the project, program processes, or System is considered, resolved, or addressed in a closed-loop process. The Plan describes how risk and issue management will be structured and performed on the project.

4. Deliverable 4 – Communication Management

The CPUC places a high value and strong emphasis on timely, useful, and effective communications. The CPUC believes effective communication and transparency to the CPUC, advisory committees, and other stakeholders are key factors in achieving success. The Contractor is expected to employ an approach to communication that is open, accurate, direct, and in the best interest of the CAC and the CPUC.

The Contractor must implement structured, efficient communication protocols and methods to ensure that all CAC Contractors, Vendor Partners and Advisory Committee members are informed of Project decisions, issues, risks, and statuses and that responsibility for dependencies, instructions, and touchpoints are understood by all parties.

Quarterly Meetings

The Contractor shall schedule and conduct all quarterly meetings with the Primary Program and Contract Administrator (PPCA) and CPUC to review monthly reports and provide status project updates. These meetings are essential for maintaining alignment, reviewing progress, and addressing any challenges related to the project.

- The Contractor's Program Director (and Transition Director during Transition periods, if applicable) are required to attend in-person quarterly CAC and bi-annual Advisory committee meetings, or at such frequency as determined by the CPUC. Attendance shall be in-person unless otherwise approved to be held using State-approved remote conferencing tools as determined by the CPUC Contract Manager or their designee.

CPUC shall establish a governance framework for coordination between the Contractor and the ERP Contractor, including routing changes, incidents, system updates, interface issues, escalation paths, and expected turnaround times.

i. Communication Management Plan

The Communication Management Plan defines the framework for project information exchange in the form of timely, two-way communications among all Vendor Partners, Contractors, Advisory Committees, Customers, and the CPUC. The activities defined within the plan are focused to clarify expectations, build acceptance and commitment, and obtain active, effective participation to ensure adequate input, feedback, and problem resolution. The plan defines general communication types, roles and responsibilities, and formal communication requirements, which include frequency, audience, content, and media.

ii. Monthly Project Status Reports

The Contractor shall participate in CAC Vendor Partner meetings held by the CPUC and the PPCA no less than monthly to provide updates on project decisions, issues, risks, and statuses, and to ensure that responsibility for dependencies, instructions, and touchpoints is understood by all parties.

- The Contractor shall submit project reports to the CPUC.
- The Contractor shall submit contract performance reports to both the CPUC and the PPCA.

The Contractor shall provide its required inputs to the Monthly Project Status Report as defined by the CPUC Contract Manager, or their designee, in the approved report template and schedule. The Monthly Project Status Report will be a report on progress as well as other indicators that are beneficial to the CPUC in managing and communicating the overall status of the program to stakeholders. The Contractor will provide its inputs in the agreed upon format and at an agreed upon schedule. The CPUC will provide the report template and submission schedule to the Contractor after contract execution.

The Contractor shall support a monthly executive committee meeting with CPUC, the PPCA, and other participants designated by CPUC. The Contractor's Program Director shall attend each monthly executive committee meeting unless otherwise approved by CPUC. The meeting may be held remotely or in person, as directed by CPUC. The existing in-person attendance requirements for quarterly CAC and bi-annual Advisory Committee meetings remain unchanged.

iii. Operations Reporting

The Contractor shall prepare, update, and submit operational reports covering EPC Customer Support and Equipment Processing activities, in accordance with CPUC-approved documentation and contractual requirements. The Contractor provide reports electronically in CPUC-approved format and cadence. Report format details (e.g., file type, naming convention, layout) and the designated repository/format will be finalized by CPUC after contract execution (including during Transition-In, if applicable) and communicated to the Contractor. Unless otherwise directed by CPUC, the Contractor shall create and update the reports; CPUC (Contract Manager or their designee) shall review; and the Contractor shall archive the reports in the designated repository/format in accordance with CPUC direction.

5. Deliverable 5 - Document Management

The Contractor shall take over, maintain, and execute the Document Management Plan and associated processes governing the development, revision, maintenance, storage, and submission of all project documentation and Contract deliverables. The Contractor shall implement, at minimum: defined roles and responsibilities; document storage management and library structure; document version control; a document review/approval/update process; and records retention processes. The Contractor shall store formal draft and final versions of deliverables and related Contract records in CPUC-designated repositories/tools (e.g., CPUC Project SharePoint/Content Server/code repositories) in formats compatible with CPUC standards, and ensure the most current version is continuously available and readily accessible to CPUC for review (including authorized CPUC staff and oversight consultants). The Contractor shall use CPUC-approved collaborative document tools and comply with applicable Program privacy and information security requirements for all documentation and repositories.

Document Management and Access Controls: The Contractor shall maintain EPC program-related documentation in a secure, State-approved or CPUC-approved repository with appropriate role-based

access controls, auditability, and document retention capabilities.

During the transition to the State's centralized ERP platform (CAConnect), the Contractor may utilize approved interim document management solutions, provided that:

- Access is role-based and aligned with CPUC security policies;
- Documents are maintained in a structured, auditable manner; and
- All records are transferable to the State-designated system of record upon request.

The State's ERP platform will serve as the long-term system of record for EPC program data and documentation, as directed by CPUC. The Contractor shall support migration and alignment of EPC program-related documentation and records to this platform as directed by CPUC and within the Contractor's EPC scope under this Contract. Nothing in this section requires the Contractor to own, administer, configure, maintain, or control the ERP platform or any separate CPUC enterprise system outside the EPC scope.

The Contractor shall notify the CPUC Contract Manager or designated assignee no later than one (1) State business day after any Contractor or subcontractor personnel with access to CPUC SharePoint, CAConnect, CPUC-designated repositories/tools, or CPUC-provided systems separates from the Contractor, changes role, or otherwise no longer requires access.

6. Deliverable 6 – Quality Management

The Contractor must develop and implement an approach to managing the overall quality of activities under the Contract. The Contractor shall approach the quality management proactively, with a focus on preventing problems rather than allowing problems to occur and then devoting valuable resources to their correction. This preventive approach shall be documented in the Contractor's Quality Management Plan (QMP) and shall include, at minimum, quality assurance activities, issue trend/root-cause analysis, corrective and preventive actions, and process improvement practices. The Contractor shall address adherence to CPUC's policies and procedures for the CAC (including but not limited to any mandated by State legislation), which includes project standards, templates, processes, and procedures in the quality management approach. The Contractor shall alert project members to any changes that affect general work procedures, templates, or standards, and the Contractor shall implement those changes within the timeframe specified by the CPUC Contract Manager or their designee in writing. If no timeframe is specified, the Contractor shall implement the changes within ten (10) business days.

Metrics for measuring quality from both Project management and Program perspectives must be defined. The Contractor shall propose these metrics in the QMP for CPUC/PPCA review and approval, and shall report against the approved metrics at the intervals established in the QMP. As the Contractor or other Vendor Partners address issues and concerns, the Contractor shall share solutions and process improvements instituted with the CPUC Contract Manager or designee so that similar situations can be

avoided in the future. The Contractor shall include in the quality management methodology addressing user satisfaction.

Achieving Project objectives requires a cooperative working relationship between the Contractor, CPUC, and CAC Vendor Partners. The Contractor shall describe its approach, expectations, and assumptions for coordinating and working with the CPUC and Vendor Partners as part of the overall quality management methodology in its Quality Management Plan (QMP) (EXHIBIT B: DELIVERABLES AND MILESTONES TABLE, Task ID 6.3). The Contractor shall work with advisory board members, consumers, CPUC staff, and others on the quality of service as requested by the CPUC (EXHIBIT B: DELIVERABLES AND MILESTONES TABLE, Task ID 6.9). Upon the CPUC's request, the Contractor shall make staff, resources, processes, data, tools, and deliverables available for CPUC audits and inspections at no additional cost (EXHIBIT B: DELIVERABLES AND MILESTONES TABLE, Task ID 5.6).

i. Quality Management Plan

The Quality Management Plan (QMP) describes the overall approach and direction for the quality program to ensure the Contractor/CPUC team is improving in their ability to produce quality services using quality processes.

ii. Process Audits

The Contractor shall support and cooperate with process and operational audits performed by CPUC and/or a CPUC-designated third-party Vendor Partner (including the PPCA), as requested by CPUC. Audits may include, but are not limited to, annual inventories and reconciliations of Program equipment housed at equipment warehouses, distribution centers, facilities, and/or in the custody of field advisors or outreach staff, and reviews of related operational processes and records. The Contractor shall make staff, resources, processes, data, tools, deliverables, and supporting documentation available for audit/inspection at no additional cost, and shall produce Process Audit Report(s) in the CPUC-approved format and timeframe summarizing audit scope, methods, findings, discrepancies, and recommended corrective actions. The Contractor shall implement CPUC-approved corrective actions and track resolution consistent with the Quality Management Plan (QMP) processes.

iii. Process Improvement Progress Report

Process improvement will be used to ensure that the quality program established through the QMP will improve the processes that support the CAC. The Contractor shall work with CPUC to establish and facilitate collaborative lessons-learned sessions to identify opportunities for improving the CAC service processes.

7. **Deliverable 7 – Contract Change Management**

This section pertains to how changes to the Contract are managed. A Change Management Plan describes the change management process for changes to the Contract. The change management process will include the activities, staffing, and tools to identify, accept, evaluate, track, and communicate the disposition of changes to the Contract. Changes to the Contractmay require a formal Contract Amendment as determined by the CPUC and/or CDT.

II. Equipment Processing Center Requirements

The Contractor will manage multiple customer support and equipment processing responsibilities under this contract. The Contractor must work collaboratively with CPUC, CAC Vendor Partners, and Transition Directors to successfully implement its scope of work. Key elements of the revised scope include:

a. **CAC Contact Center**

The Contractor will:

- Provide comprehensive Contact Center services to support the CAC program using CPUC-designated, ERP-managed, and/or Contractor-operated tools and channels only as expressly permitted by this Contract, enabling scalable, secure, and integrated service delivery.
- Propose a remote, hybrid, or facility-based Contact Center operating model, subject to CPUC approval. The Contact Center is not required to operate from a centralized physical call center facility.
- Ensure sufficient staffing to meet demand and performance requirements; ensure staff are properly trained and supervised; maintain operational continuity, including surge capacity and escalation handling; enable secure system access for all personnel, including remote staff; and comply with all Contract-defined security, confidentiality, privacy, SLA, and performance requirements.
- Operate, staff, and maintain the CAC Contact Center to provide equipment-specific customer and technical support. Responsibilities include assessing customer needs, processing equipment requests, troubleshooting device- and service-related issues, and dispatching field representatives for field-visit-related tasks.
- Coordinate with the ERP Contractor and other program Contractors as necessary to support integrated service delivery.
- **Excluded**: General program inquiries (e.g., eligibility and enrollment) now managed under the ERP Contractor’s scope, except to the extent this Contract expressly requires EPC staff to route, coordinate, or support related customer interactions.

b. **Warehouse Distribution Center**

The Contractor will:

- Operate and maintain the CAC Warehouse Distribution Center, physically located within California, ensuring:
  - Proper inventory management of program equipment.
  - Fulfillment of equipment orders and processing of returns.
  - Equipment lifecycle tracking and compliance with inventory controls, integrated with **ERP platform**.
- Collaborate with the ERP Contractor to ensure seamless reporting and data integration.

Key Additions

- **Clarified Boundaries**: Excludes tasks now covered under the ERP contract to avoid duplication and ensure streamlined operations.

8. Deliverable 8 – CAC Contact Center

The Contractor shall establish, operate, staff, and maintain the **CAC Contact Center**. The Contact Center will provide comprehensive customer and technical support, including:

- Assisting customer with completion of the application.
- Conduct evaluation and refer to appropriate services as needed.
- Troubleshooting equipment and services problems.
- Processing customer requests for CAC equipment and services.
- Assisting customers in the application process.
- Assist customers as needed to acquire network and supplemental services related to California Connect.
- Assessing customer equipment and service needs to ensure appropriate solutions are being implemented.

i. Multilingual Language Line Support

The Contact Center must include at least **five (5) of the most frequently used language support options**, ensuring accessibility for diverse users. This must include:

1. The **top four spoken languages** among California Connect customers (e.g., English, Spanish, Mandarin, Cantonese, Vietnamese, or others as determined by CPUC).
2. **American Sign Language (ASL)** services, either directly or via a third-party service provider.

ii. Use of ERP-Integrated Communication Systems

The Contractor shall use CPUC-designated and/or ERP-managed communication platforms for voice, TTY, web chat, text, email, and fax channels, as directed by CPUC. ACD, IVR, queue configuration, callback configuration, and routing logic for ERP-managed channels shall be provided and managed under the ERP Contract. The Contractor shall define operational requirements for those channels, including CSR skill profiles, language coverage, service priorities, business hours, and service needs, and shall coordinate requested changes through CPUC and the ERP Contractor.

Direct Video Calling (DVC) shall be operated by the Contractor as a distinct accessibility channel supporting Deaf and hard-of-hearing consumers. The DVC solution must achieve functional equivalence consistent with applicable accessibility standards, including ADA Title IV. Functional equivalence includes, at a minimum:

- The ability for users to initiate and receive inbound and outbound video communications.
- User reachability through persistent and uniquely identifiable contact methods (e.g., ten-digit numbering or functionally equivalent identifiers) that support reliable inbound and outbound communication across sessions, devices, and networks.
- Continuity of communication comparable to voice-based services.
- Interoperability with commonly used consumer devices and communication platforms, including the ability to communicate across external networks where required to achieve functional equivalence for Deaf and hard-of-hearing users.
- Reliable service performance, including acceptable levels of latency, availability, and video quality.

Solutions that rely solely on session-based or browser-only WebRTC implementations without sufficient support for user identity, reachability, and continuity of communication may not satisfy functional equivalence requirements. Functional equivalence requires that users can be consistently reached, identified, and communicated with in a manner comparable to voice-based telephony services, regardless of the underlying technical implementation. The State does not prescribe a specific technical architecture, platform, or dependency on any particular vendor ecosystem, including Video Relay Service (VRS) providers. The Contractor shall ensure that DVC services are accessible, scalable, and capable of supporting program needs while avoiding reliance on proprietary or restrictive systems that limit interoperability or transition flexibility.

iii. Comprehensive Knowledge Base

The Contractor shall develop, maintain, and continually update a **comprehensive Knowledge Base** to:

- Support the efficient processing of customer inquiries regarding equipment and services.

- Provide up-to-date information and troubleshooting guidance for Contact Center staff.
- Ensure consistency in responses across all communication channels.

The Knowledge Base may be maintained in a Contractor-hosted or Contractor-selected tool; however, the Contractor shall provide CPUC authorized staff with ongoing view (and export, upon request) access to the most current Knowledge Base content throughout the Contract term. The CPUC retains ownership of the Knowledge Base content and any data pertaining to delivery of the services.

iv. Disaster (Option 8) Call Services

For purposes of this Contract, “Option 8” refers to the Contact Center’s dedicated disaster/emergency call routing option for verified disaster-related requests, including replacement communication equipment for displaced customers. The Contractor shall maintain operational readiness to support Option 8 service when activated by CPUC. For channels or routing functions not operated by the Contractor under this Contract, the Contractor shall identify the need for disaster-routing changes and coordinate such changes through CPUC-approved processes. The Contractor is not responsible under this Contract for platform-level configuration changes for channels not operated by the Contractor.

The Contractor shall provide staff to provide Disaster (Option 8) call services **24 hours a day, 7 days a week, 365 days a year.** Staff assigned to answer Option 8 calls during non-business hours **may utilize an on-call model**, with dedicated phone lines and call forwarding to ensure prompt response.

For Option 8 calls, the Contractor shall provide labor to process the call from initial contact through resolution. Processing Option 8 calls shall include making necessary callbacks to the customer and coordinating with external referral sources as needed to achieve call resolution. The Contractor shall provide warehouse labor during non-business hours to facilitate expedited processing for earliest available dispatch of devices in response to verified Option 8 disaster-related requests. This requirement does not require same-night carrier pickup where such pickup is unavailable.

v. Contact Center Operations

The Contractor shall manage day-to-day Contact Center operations, including customer support, logging, issue handling, follow-up, and coordination of escalations and referrals, using CPUC-designated/ERP-integrated communication capabilities and the Contractor’s Knowledge Base. The Contractor is responsible for operational performance within EPC-managed channels and for defining staffing, skills, scripts, and service requirements. The Contractor is not responsible for configuration, administration, maintenance, or uptime of ERP-managed ACD/IVR, telephony, or routing platforms.

vi. Mail Handling

The Contractor shall process and track incoming and outgoing U.S. Mail associated with CAC customer

support, including applications, Certification Forms, and other program correspondence as directed by CPUC. The Contractor shall be responsible for First Class postage for outbound mailings as applicable and shall presort outbound mail by carrier route whenever practical to reduce postage expense. CPUC will provide collateral material for mailings unless CPUC specifically directs otherwise. Program collateral development and primary printing are program-level responsibilities managed by CPUC and/or the separate Marketing and Outreach Contractor. The Contractor's role is limited to handling, fulfillment, distribution, and limited operational printing such as forms or CPUC-directed case-specific items. Any CPUC-authorized printing/production and stock replenishment handled by the Contractor shall be treated as an Unanticipated Task only when expressly approved by CPUC in an approved DED. The Contractor shall log and track mail intake and outbound activity in the CPUC-designated integrated platform and shall store mail retrievable in a secure location for six (6) months, with archiving thereafter and retrieval of specific records upon CPUC request.

vii. Customer Problem Resolution Plan

The Contractor shall develop, maintain, and follow a Customer Problem Resolution Plan to facilitate timely resolution of CAC customer issues, including defined escalation levels, response targets, roles, and points of contact. Upon contract award, the Contractor and CPUC (and PPCA designee(s), as applicable) shall establish detailed escalation requirements and contact information as part of this Plan. The Contractor shall notify CPUC promptly when customer-impacting issues are identified, provide status updates as appropriate to issue severity, and document the issue, impacted services, expected resolution timeframe, and mitigation/backup measures. If a customer-impacting issue cannot be satisfactorily resolved within the required timeframe, the Contractor shall follow the escalation process defined in the Plan. Complaint resolution timelines shall exclude periods where resolution is dependent on CPUC direction, customer response, or third-party/vendor actions, provided the Contractor documents the basis for the excluded period.

viii. Contact Center Reports

The Contractor shall produce Contact Center performance reports in the CPUC-approved format and cadence. Reports shall include, at minimum, contact volumes by channel/type and category, Average Response Time (ART) for EPC-managed channels, handle times, resolution times, top issue categories, language utilization, and Direct Video Calling (DVC) response/service metrics, as applicable. Average Speed of Answer (ASA) for ERP-managed voice/IVR channels may be reported if made available to CPUC, but shall not be used to assess Contractor performance unless expressly stated elsewhere in this Contract. The Contractor shall support all reported data with accurate logging in the CPUC-designated/ ERP platform and archive reports as directed by CPUC.

ix. EPC Customer Service Representative (CSR) Training

The Contractor's Customer Service Representatives (CSRs) will have regular contact with members of the public. For this reason, it is essential that the Contractor ensure they are prepared to provide useful, accurate, and complete information about the Program and its offerings, as well as be prepared to represent the Program well through their professional conduct. Toward these ends, the Contractor will be required to establish a training program for its Customer Service personnel. The Contractor will train its CSRs on matters relevant to the performance of their duties. The Contractor will also ensure that its employees successfully pass any training course on specific Program-issued equipment produced by CAC's Testing & Training Contractor.

The Contractor shall not charge the State or CPUC separately for personnel time to develop or attend training; The Contractor shall pay its personnel for time required to develop or attend training.

9. Deliverable 9 – Warehouse Distribution Center

Currently, CPUC stores program equipment for use by CAC customers in a warehouse distribution center physically located within California. The Contractor is responsible for maintaining Program inventory, shipping equipment orders to Program participants, and receiving equipment returned to the Program. The Contractor will be responsible for assuming these responsibilities.

The Contractor shall prepare Equipment Supply & Service Requisitions (ESSRs) and related operational requests as directed by CPUC to support program equipment and service fulfillment. Procurement of equipment and services is performed under separate program contracts, as applicable. The Contractor is not responsible for direct procurement of devices under this Contract.

Program Device Equipment Requirements: Program devices provided through CAC must be new and current production models unless specifically approved otherwise in writing by CPUC. Used, shopworn, refurbished, demonstrator, prototype, or discontinued models shall not be distributed to CAC customers unless CPUC expressly authorizes the use of such equipment for a specific device category based on availability or Program need. This requirement does not prohibit the Contractor from receiving, testing, cleaning, repairing, refurbishing, repackaging, restocking, tracking, scrapping, recycling, or disposing returned equipment as required by this Contract; however, any distribution or re-distribution of used or refurbished equipment to CAC customers must be authorized by CPUC or applicable CPUC-approved Program guidelines. All CAC equipment distributed or re-distributed under this Contract shall meet applicable ADA and FCC accessibility standards and shall be compatible with current CPUC-approved Program workflows and customer needs.

i. Shipping And Logistics Costs

The Contractor shall be responsible for all costs associated with shipping and logistics, including but not

limited to carrier fees (e.g., UPS, FedEx, USPS etc), packaging materials, labeling, and handling. The Contractor shall establish and manage shipping accounts directly with carriers, ensuring timely and cost-effective delivery of equipment to consumers. Shipping and logistics costs shall be proposed and priced through the applicable line items or cost components in EXHIBIT D: COST WORKBOOK, as applicable. No open-ended pass-through or uncontrolled reimbursable structure shall apply to shipping or logistics costs, and no additional reimbursement for shipping expenses shall be provided beyond the contract pricing structure in EXHIBIT D: COST WORKBOOK.

10. **Deliverable 10 - Transition-In (if applicable) and Deliverable 11 - Transition-Out (if applicable)**

Deliverable 10 - Transition-In (if applicable), Deliverable 11 - Transition-Out (if applicable), and Deliverable 11 - Contract Closeout requirements are addressed in SECTION 20. Transition of Operation to New Contractor or to State .

11.1. Printing & Document Management Information

The following categories of print jobs may be required for the CAC under the Contractor scope. These requirements are aligned with the contract's focus on efficient document management, digitization, and seamless integration with the ERP platform. The Contractor’s role under this section is limited to document management, digitization, fulfillment, distribution, and limited operational printing supporting EPC services. Program collateral development and primary printing remain the responsibilities of CPUC and/or the separate Marketing and Outreach Contractor unless expressly authorized by CPUC in writing as an Unanticipated Task.

1. Standard Documents
    - Documents printed and kept in inventory or created for immediate distribution without special handling.
    - Examples include informational flyers, fact sheets, and CPUC-directed forms, letters, or other customer-support materials.
    - Volumes vary and can range from 150 to over 40,000.

2. Database-Integrated Documents
    - Documents created based on a database integration and sent out in daily jobs from a computer system.
    - Includes certification forms and inventory labels directly linked to CPUC-designated and/or ERP workflows.

3. Certification Forms and Related Document Processing

- Certification forms remain a critical aspect of the CAC program.
- Digitization and Integration:
  - The Contractor shall scan and digitize all certification forms and paper applications and upload them to the ERP platform using CPUC-approved methods.
  - The Contractor shall ensure scanned data is accurately associated with applicable certification and inventory workflows within the ERP platform using CPUC-approved methods.

4. Urgent Print Jobs
   - Approximately 20% of all printing jobs may require immediate response, defined as less than ten business days plus review time.
   - The Contractor must ensure readiness for such urgent needs.

5. Non-Paper Print Jobs
   - Examples include CPUC-directed specialty items, labels, or other limited operational materials.
   - Volumes range from 1 to 1,000, depending on the needs of the CPUC-directed operational support activities.

6. Assembly and Distribution of Packages
   - This involves assembling and mailing packages, including:
     - An introduction letter.
     - A DVD.
     - Forms or other customer-support materials supplied or directed by CPUC..
   - The Contractor shall ensure all components are accurately prepared, consolidated, and delivered using CPUC-approved couriers.

Printing Responsibilities and Billing Arrangements

For services rendered under this contract, the Contractor is responsible for:

- Managing printing and digitization workflows, ensuring compliance with CPUC and program standards.
- Performing only the limited operational printing, fulfillment, and distribution activities authorized under this Contract.
- Providing supporting documentation for all printing activities, including:
  - A summary of work performed.
  - Descriptions of problems, considerations, and recommendations.
  - Categorical tracking of printing history.

Invoices for Printing & Document Management services shall be submitted in accordance with EXHIBIT C: BUDGET DETAIL AND PAYMENT PROVISIONS.

12. Key Staff Requirements and Qualifications

I. Staffing Requirements

The Contractor shall provide all staff necessary to fulfill the services and requirements defined in this Contract. The Contractor is responsible for employing a staff management approach that promotes collaboration and productive working relationships with CPUC staff and other Vendor Partners including continuously improving the experiences of the customer which the program serves. All Contractor staff will be employees of the Contractor and not employees of the CPUC or the State of California.

The Contractor is responsible for recruiting, hiring, training, and supervising staff dedicated to performing CAC tasks. All associated costs, including recruitment, training, supervision, and accommodations, are the sole responsibility of the Contractor.

Key Expectations for Staff:

- **Expertise and Knowledge:** Contractor Key Personnel and public-facing staff must demonstrate general familiarity with communication and accessibility requirements relevant to CAC constituent groups.
- **Collaboration:** The Contractor’s staff must work cooperatively with the CPUC and other Vendor Partners, ensuring a multi-vendor environment that prioritizes the CPUC's objectives.
- **Communication Skills:** All Contractor staff must have strong oral, visual, and written communication skills, with sensitivity to language and cultural diversity.
- **Engagement:** Staff must actively participate in project meetings, escalate issues appropriately, and contribute to status reports.

The Contractor must minimize staff turnover, particularly for Key Staff, and ensure all staff clearly understand their roles, responsibilities, and contributions to the project.

1. Organization Chart

The Contractor shall provide a current organization chart of the project team, including the names and titles of Key Staff, within ten (10) business days of contract execution. Thereafter, the Contractor shall provide an updated organization chart upon request from the CPUC within one (1) business day and whenever there is a change in Key Staff. The chart must be maintained in an accessible location, such as SharePoint, for CPUC use.

2. Staff Performance

The Contractor is responsible for ensuring all staff, including subcontractors, possess the necessary skills and experience to fulfill the Contract requirements. The Contractor must:

- Address and correct staff performance issues proactively.
- Respond promptly to CPUC-identified performance concerns.

If any staff member is deemed non-performing or misaligned with program needs, the CPUC reserves the right to request removal of the individual, provided the request is based solely on non-discriminatory reasons. Upon such a request, the Contractor shall remove the identified staff member within ten (10) business days. The Contractor shall propose a qualified replacement within fifteen (15) business days of the CPUC’s request; however, for Key Staff positions, CPUC may allow a reasonable extension where justified. Final approval of the replacement staff will rest with CPUC, and onboarding shall occur within thirty (30) calendar days of approval, unless otherwise agreed upon in writing by CPUC. The Contractor shall provide interim coverage immediately upon removal until a permanent replacement is approved and onboarded. The Contractor may contest such requests by providing evidence to support its position.

Individuals the CPUC has requested removal from specific tasks may be reassigned to other tasks in this Contract. Final approval of the reassignment rests with the CPUC.

3. Approval Of Staff

The CPUC reserves the right to approve or disapprove any staff member assigned to this contract. At the CPUC’s request, the Contractor must provide supporting documentation, such as resumes and proof of qualifications, and obtain the CPUC’s prior written approval before replacement staff begin work. For Key Staff, the Contractor must provide advance notice of a proposed change and the reasons for the change within ten (10) State business days prior to the existing Key Staff’s departure. Replacement of Disabled Veteran Business Enterprise (DVBE) Subcontractors or staff must also meet the Contract's DVBE substitution requirements, including advance notice no less than seven (7) State business days prior to the existing subcontractor’s termination.

4. Contractor/Subcontractor Management

The Contractor must employ a management approach for subcontractors that ensures task completion and fosters productive relationships. The Contractor shall ensure all subcontractors meet the same standards and requirements as the Contractor as required by this contract.

The Contractor shall meet the following requirements:

- Coordination, control, and performance oversight of Subcontractors.

- Compliance with State rules, regulations, and proper reporting of hours, tasks, and expenses.
- Immediate notification to the CPUC of performance concerns and joint resolution planning.

II. Key Staff Qualifications

This Section defines the Key Staff Qualifications for the Contractor's team for the duration of the Agreement. Key Staff include the following:

- Program Director
- Transition Director(s)
- Project Manager
- Contact Center Manager
- Warehouse Manager
- Training Manager

The Key Staff must meet all staffing qualifications outlined herein. In addition, all Key Staff shall have basic knowledge of the CAC services and activities as described throughout the Contract (including, but not limited to, SECTION 16. Contractor Deliverables, SECTION 32. Operation Reports, and EXHIBIT B: DELIVERABLES AND MILESTONES TABLE). The Contractor is solely responsible for ensuring Key Staff obtain and maintain this knowledge through review of the solicitation documents and Contractor-provided onboarding and training, at no additional cost to the State.

1. Program Director

The Program Director will be responsible for providing day-to-day management of Contractor resources and activities, including overall performance and contract compliance. The Program Director will act as the Contractor's primary contact for the CPUC Contract Manager or CPUC-designated assignee for contractual matters, escalations, and overall contract performance. The Program Director will ensure Contractor's personnel possess the appropriate skills and experience necessary to fulfill the responsibilities of the contract and are available throughout the life of the contract. The Program Director shall fulfill the duties and responsibilities below:

- Point of Contact:
    - Serves as primary point of contact for CPUC for day-to-day contractual matters and escalations.
- Deliverables:
    - Primarily responsible for the development, implementation, and delivery of all Contract deliverables.
- Contract Management:

    - Responsible for the execution and overall management of the contract and the Contractor's team.

- Staffing and Supervision:
    - Responsible for managing the Project Manager assigned to perform the duties of this Contract, including hiring, training, and supervision.

- CPUC Engagement:
    - Engage with the CPUC Management Team as needed, as determined by the CPUC Contract Manager or their designee.

- Compliance:
    - Ensure compliance with all contractual requirements, including Service Level Agreements (SLAs).

- Contract Authority:
    - Possess signatory authority to commit the Contractor to contracts, amendments, and change notices with the CPUC and other entities that may be necessary for the Contractor's implementation of this Contract.

- Status Reporting:
    - Communicate and report on project progress, risks, and issues via the Communication Management Plan and required status reporting/meetings (e.g., Monthly Project Status Reports and monthly status meetings), and as requested by the CPUC Contract Manager or their designee.

- KPI Reporting:
    - Provide executive-level KPI reporting and communications to CPUC Management, Advisory Committees, Vendor Partners, and other stakeholders.

- Special Reporting:
    - Provide special reports and presentations related to the project to the CPUC.

- Escalations / Risk Mitigation:
    - Work cooperatively to resolve escalated issues with the CPUC Contract Manager or CPUC designated assignee.

- Continuous Improvement:
    - Bring forward innovative recommendations that will provide the highest value to the CPUC and CAC business operations.
    - Provide lessons-learned documentation to inform future projects to the CPUC.

Table 11-1: Program Director Qualifications

Qualification #	Qualification Requirement
11.1.1	A minimum of five (5) years of experience in the contact center industry within the last ten (10) years prior to the Last day to submit proposal. This experience must be in a leadership or managerial role with responsibilities including overseeing daily operations, managing staff, implementing service strategies, and performance evaluations.
11.1.2	A minimum of five (5) years of experience leading teams dedicated to serving State programs designed to assist persons with disabilities within the last ten (10) years prior to the Last day to submit proposal. Leading teams in this context means having direct supervisory responsibility for a team with a minimum of 20 individuals, including tasks such as assigning responsibilities, managing performance, and ensuring team outcomes.
11.1.3	A minimum of five (5) years of experience supervising teams of a minimum of 10 people within the last ten (10) years prior to the Last day to submit proposal.
11.1.4	A minimum of five (5) years of experience conveying information including but not limited to progress/service status related to contact center and warehouse services to an executive-level audience within the last ten (10) years prior to the Last day to submit proposal.

2. Transition Director(s)

This Contract includes Transition-In activities at contract start and Transition-Out/closeout activities at contract end (as applicable). Where the awarded Contractor differs from the incumbent, Transition includes the transfer of customer support and equipment processing operations to the selected Contractor or CPUC (as applicable) and the contractual closeout of the incumbent Contractor(s).

This process may be managed by up to **two (2) Transition Directors**:

a. **EPC Transition-In Director (if applicable)**: Responsible for managing Transition-In activities under this contract, including mobilization/readiness, and, if applicable, coordinating the handoff from the incumbent Contractor.
b. **EPC Transition-Out Director (if applicable)**: Overseeing Transition-Out activities for the outgoing EPC contract when the incumbent is not the awarded Contractor (as applicable).

The Contractor may assign the same individual to both Transition Director roles. Transition Directors will operate under the strategic oversight of the CAC Primary Program and Contract Administrator (PPCA) and the CPUC; CPUC retains authority as the contract owner representing the State.

The **Transition Director(s)** will manage the Contractor's specific Transition-In and Transition-Out activities while supporting the overall transition framework (as applicable). Outside Transition Periods, the Transition Directors may be assigned to other Contract activities as needed, as determined by the CPUC Contract Manager or their designee.

The EPC Transition-In Director shall fulfill the following duties and responsibilities during the Contract:

- Transition Coordination:
  - Collaborate with the Transition-Out Director for the current EPC contract and the Transition Director for the new ERP contract to align milestones and deliverables across all aspects of the transitions.
  - Support the CPUC and PPCA in overseeing the transition-in process, addressing operational risks, and maintaining program continuity.

- Plan Development:
  - Develop, maintain, and deliver a **Transition-In Plan** detailing the Contractor's approach to assuming responsibilities.

- Stakeholder Engagement:
  - Work collaboratively with the incumbent Contractors, Transition Directors, CPUC, and PPCA to ensure smooth execution of transition activities.
  - Communicate effectively with internal and external stakeholders, addressing concerns and minimizing disruption.

- Operational Continuity:
  - Ensure minimal disruption to CAC end users and program operations during the six-month transition-in period and beyond.
  - Collaborate with the Program Director to integrate transition-in outcomes into ongoing operations.

- Program Integration:
  - During the six-month transition-in period, align EPC contract activities with ERP operations, ensuring seamless integration between EPC operations and the ERP platform, including validation of data exchanges, call routing, authentication mechanisms, reporting interfaces, and dependent third-party systems prior to production cutover. .
  - Provide regular updates to the CPUC and PPCA on transition-in progress.

The EPC Transition-Out Director shall fulfill the following duties and responsibilities during the Contract:

- Transition Coordination:
  - Collaborate with the Transition-In Director for the incoming EPC contract and the Transition Director for the EPC contract to align milestones and deliverables across all

aspects of the transitions.
    - Support the CPUC and PPCA in overseeing the transition-out process, addressing operational risks, and maintaining program continuity.

- Comprehensive Technical and Operational Transfer:
    - Develop, maintain, and deliver a **Contract Closeout Plan** ensuring proper documentation and handover.
        - The Contract Closeout Plan shall ensure complete and structured transfer of all operational and technical artifacts necessary to support the incoming EPC and ERP operating structure. This includes system configurations, integration mappings, workflow definitions, business rules, reporting logic, interface documentation, and other technical and operational materials required to support continuity of CAC program services.

- Stakeholder Engagement:
    - Work collaboratively with the incumbent Contractors, Transition Directors, CPUC, and PPCA to ensure smooth execution of transition-out activities.
    - Communicate effectively with internal and external stakeholders, addressing concerns and minimizing disruption.

- Operational Continuity:
    - Ensure minimal disruption to CAC end users and program operations during the six-month transition-out period and beyond.
    - Collaborate with the Program Director to integrate transition-out outcomes into ongoing operations.

- Program Integration:
    - During the six-month transition-out period, align EPC contract activities with ERP operations, ensuring seamless integration between EPC operations and the ERP platform, including validation of data exchanges, call routing, authentication mechanisms, reporting interfaces, and dependent third-party systems prior to production cutover.
    - Provide regular updates to the CPUC and PPCA on transition-out progress.

Full-Time Commitment During Transition Periods

During the Transition Periods the Transition Director(s) shall dedicate full-time efforts (40 hours/week) to the Contract to ensure successful execution.

Table 11-2: Transition Director Qualifications

Qualification #	Qualification Requirement
11.2.1	A minimum of five (5) years of experience managing personnel, projects, and technology within the last ten (10) years prior to the Last day to submit proposal. This experience must include at least one (1) of three (3) submitted, successful prior project start-up/transition experience with an annual budget of no less than $1,000,000.00.
11.2.2	A minimum of five (5) years of experience as a Project Manager directly responsible for project management knowledge areas (scope, time, cost, human resource, risk, quality, integration, and communication) within the last ten (10) years prior to the Last day to submit proposal.
11.2.3	A minimum of five (5) years of experience supervising teams of at least 5 people within the last ten (10) years prior to the Last day to submit proposal.
11.2.4	A minimum of five (5) years of experience managing the successful transition of large and complex IT systems from one (1) company or contract to another within the last ten (10) years prior to the Last day to submit proposal. Experience must have been for a minimum duration of two (2) months.
11.2.5	Possess and maintain a valid Project Management Institute (PMI) Project Management Professional (PMP) certification throughout the term of this Agreement. In lieu of a PMP certification from PMI, the Transition Director may have a certificate in project management and/or five (5) years of experience starting up at least two (2) contact centers for a public sector client.

3. Project Manager

The Project Manager is responsible for overseeing the execution of day-to-day project activities, ensuring alignment with the scope, schedule, budget, and quality outlined in this Agreement. The Project Manager will work closely with all Key Staff, the CPUC Contract Manager, and relevant stakeholders to deliver projects successfully.

The Project Manager shall fulfill the following duties and responsibilities during the Contract:

- Project Planning and Execution:
  - Develop and maintain comprehensive project plans, including timelines, resource allocations, and budgets.
  - Coordinate and monitor daily project activities to ensure deliverables are met within the agreed timeline and budget.
- Risk Management:
  - Identify, document, and manage project risks, ensuring effective mitigation strategies are in place.

    - Escalate critical issues to the Program Director and CPUC Contract Manager and work to resolve them as needed.

- Stakeholder Engagement:
    - Serve as the primary point of contact for project-specific communication, ensuring all stakeholders are informed of progress and changes.
    - Coordinate between CPUC, CAC Vendor Partners, and internal teams to ensure alignment with program goals.

- Quality Assurance:
    - Collaborate with the Program Director and other Key Staff to integrate quality processes across all project phases.

- Team Management:
    - Manage the performance of project team members, assigning tasks and ensuring accountability.
    - Facilitate regular team meetings to align priorities and address challenges.

- Reporting:
    - Prepare and submit periodic status reports, including project performance metrics, risks, and issues, to the Program Director.
    - Provide updates on project milestones and achievements to the Program Director.

- Process Improvement:
    - Recommend and implement best practices to the Program Director to enhance project efficiency and effectiveness.
    - Develop lessons-learned documentation to inform future projects and provide them to the Program Director.

Table 11-3: Project Manager Qualifications

Qualification #	Qualification Requirement
11.3.1	A minimum of five (5) years of experience managing complex projects, including IT or operational projects, with a budget exceeding $1,000,000.00 within the last ten (10) years prior to the Last day to submit proposal.
11.3.2	A minimum of five (5) years of experience in project planning, scope management, and risk mitigation within the last ten (10) years prior to the Last day to submit proposal .
11.3.3	A minimum of five (5) years of experience managing cross-functional teams of a minimum of 10 people within the last ten (10) years prior to the Last day to submit proposal.

11.3.4	A minimum of five (5) years of experience working with public sector clients within the last ten (10) years prior to the Last day to submit proposal.
11.3.5	Possess and maintain a valid Project Management Institute (PMI) Project Management Professional (PMP) certification throughout the term of this Agreement. In lieu of a PMP certification from PMI, the Project Manager may have a certificate in project management, and/or five (5) years of experience as a project manager for at least two (2) contact centers for a public sector client.

4. Contact Center Manager

The Contact Center Manager will be responsible for day-to-day operations, planning, implementation, reporting and oversight of all Contact Center activities and operations under the Contract. Under the direction of the Program Director, the Contact Center Manager will also communicate and collaborate with CPUC and other CAC Vendor Partners as appropriate.

The Contact Center Manager shall fulfill the following duties and responsibilities during the Contract:

- Contact Center Management:
    - Exercise responsibility for planning and managing the Contractor’s Contact Center operations.

- Application Processing and ERP Platform Updates:
    - Maintain operation of program applications, including online and paper applications.
    - Responsibilities include the review, verification, entering into and updating the ERP platform.

- Program Knowledge:
    - Maintain an understanding of CAC target audiences and fluency in CAC services, equipment, and certification procedures.

- Customer Experience:
    - Responsible for customer contact experience; advocate for the CAC customer's complete satisfaction.

- Staffing and Supervision:
    - Manage all Contractor staff that interact directly with the CAC Program customers.

- Systems and Knowledge Base Effectiveness:
    - Work with the Contractor's staff to ensure the effectiveness of each of the Contact Center’s primary systems Knowledge Base, and others, so that these systems and their reports are available for appropriate personnel.

The Contact Center Manager shall be dedicated to this contract on a full-time basis.

Table 11-4: Contact Center Manager Qualifications

Qualification #	Qualification Requirement
11.4.1	A minimum of three (3) years of experience managing contact center operations within the last ten (10) years prior to the Last day to submit proposal.
11.4.2	A minimum of three (3) years of supervisory experience overseeing contact centers with at least twenty (20) agents within the last ten (10) years prior to the Last day to submit proposal. Experience must include screening, hiring, and training new agents.
11.4.3	A minimum of three (3) years of direct experience as a customer service representative within the last ten (10) years prior to the Last day to submit proposal.
11.4.4	A minimum of three (3) years of experience providing customer service to people with disabilities within the last ten (10) years prior to the Last day to submit proposal.

5. Warehouse Manager

The Warehouse Manager shall be responsible for day-to-day operations, planning, implementation, reporting and oversight of all procurement and warehouse distribution center operations. Under the direction of the Program Director, the Warehouse Manager will also communicate and collaborate with CPUC and other CAC Contractors as appropriate.

The Warehouse Manager shall fulfill the following duties and responsibilities during the Contract:

- Warehouse Operations Management:
    - Exercise responsibility for planning and managing the Contractor’s warehouse distribution center operations.

- Staffing and Supervision:
    - Recruit, train, hire, and oversee warehouse distribution center personnel, ensuring they understand CAC services, equipment, and procedures.

- Warehouse Functions and WMS:
    - Direct day-to-day operations of all warehouse functions, including but not limited to, the use of the Warehouse Management System (WMS), and all shipping, receiving, inventory control, and product refurbishment.

- Quality Control and Turnaround:
    - Advocate for the highest levels of product quality control, inventory management and

efficient product turnaround.

- Systems Data Coordination:
    - Work with CPUC, the ERP Contractor, and relevant Contractor staff to confirm that warehouse inventory and shipping data is accurately transmitted from the WMS to the CPUC-designated enterprise platform in accordance with approved interfaces, data mappings, and schedules.

Table 11-5: Warehouse Manager Qualifications

Qualification #	Qualification Requirement
11.5.1	A minimum of three (3) years of experience being directly responsible for warehouse/logistics operations within the last ten (10) years prior to the Last day to submit proposal.
11.5.2	A minimum of three (3) years of experience supervising teams of a minimum of five (5) people within the last ten (10) years prior to the Last day to submit proposal.
11.5.3	A minimum of three (3) years of experience building and maintaining strong working relationships with clients and key internal and external stakeholders within the last ten (10) years prior to the Last day to submit proposal. Experience must include conveying information including but not limited to progress/service status related to contact center and warehouse services to an executive-level audience, and ensuring credibility and fostering business-partnering relationships.
11.5.4	A minimum of three (3) years of experience recruiting, hiring, and training a warehouse-based workforce within the last ten (10) years prior to the Last day to submit proposal.

11. Training Manager

The Training Manager shall work under the direction of the Program Director and coordinate with, or take instruction from, the Contact Center Manager and Warehouse Manager as necessary. The Training Manager will lead the development and delivery of comprehensive training for all Contact Center staff to ensure consistent, high-quality service to consumers of the CAC Program. The role emphasizes building frontline staff capacity in empathy, appropriate tone, program knowledge, and cultural sensitivity to elevate consumer experience and drive program enrollment. The Training Manager shall ensure new staff are prepared and onboarded in a timely manner, and all staff are updated on new procedures, processes, workflows, technology or other innovations which may occur over the course of the contract period.

The Training Manager shall fulfill the following duties and responsibilities during the Contract:

- Onboarding and Initial Training:
    - Preparation and training of new Contact Center and Warehouse staff.

- Ongoing Training and Updates:
    - Ongoing skills development and training as necessary to ensure Contact Center and Warehouse staff are updated on new procedures, processes, workflows, technology or other innovations which may occur over the course of the contract period.

- Coaching and Mentoring:
    - Recurring training or special mentoring as needed to ensure Contact Center and Warehouse staff are capable of performing optimally.

- Performance Gap Assessment:
    - Contribute to ongoing evaluation of Contact Center and Warehouse staff capabilities to identify potential performance gaps, uncertainty, or service quality deficiencies.
    - Lead in defining training and/or mentoring plans to remedy any such deficiencies.

- Training Curriculum:
    - Training topics may include, but are not limited to:
        - Contact Center services.
        - Warehouse operations.
        - Skills associated with data entry or other interactions with EPC computing environments.
        - Overall skills and capabilities necessary for staff to perform specific roles, represent CAC quality of service to program beneficiaries, and to interact effectively with other CAC program teams.

Table 11-6: Training Manager Qualifications

Qualification #	Qualification Requirement
11.6.1	Minimum five (5) years of experience developing and delivering training in a contact center or public-facing service environment within the last ten (10) years prior to the Last day to submit proposal.
11.6.2	Minimum two (2) years of experience in a supervisory or lead trainer role within the last ten (10) years prior to the Last day to submit proposal.
11.6.3	Minimum five (5) years of experience with California Connect (CAC) (previously named the Deaf and Disabled Telecommunications Program (DDTP)) or a similar public program providing customer services for individuals with disabilities or accessibility needs within the last ten (10) years prior to the Last day to submit proposal.
11.6.4	Minimum five (5) years of experience demonstrating the ability to understand complex public benefit programs and train others to accurately represent them

Qualification #	Qualification Requirement
	within the last ten (10) years prior to the Last day to submit proposal.
11.6.5	Minimum five (5) years of experience in state-funded or federally funded contact centers with related warehouse and inventory management services within the last ten (10) years prior to the Last day to submit proposal.
11.6.6	Minimum five (5) years of experience having ASL fluency within the last ten (10) years prior to the Last day to submit proposal.
11.6.7	Minimum five (5) years of experience presenting reports that include call center and warehouse data within the last ten (10) years prior to the Last day to submit proposal.
11.6.8	Minimum five (5) years of experience training staff in providing customer engagement to individuals with disabilities within the last ten (10) years prior to the Last day to submit proposal.
11.6.9	Minimum five (5) years of experience in adult learning principles, coaching, and service quality improvement within the last ten (10) years prior to the Last day to submit proposal.
11.6.10	Minimum five (5) years of experience implementing training strategies that increase program growth and consumer satisfaction within the last ten (10) years prior to the Last day to submit proposal.

13. Key Staff Changes

The Contractor shall not add and/or substitute Key Staff resources without the prior written consent of the State, which consent shall not be unreasonably withheld. The Contractor shall make every reasonable effort to provide suitable substitute resources. The Contractor shall ensure the substitute resource meets all the requirements as defined in SECTION 12. Key Staff Requirements and Qualifications. The Contractor shall not substitute resources unless approved in writing by the State prior to substitute resource beginning work. The CPUC reserves the right to interview and approve or reject any proposed replacement of Key Staff.

A. For expected Key Staff Changes, the Contractor will notify the State, in writing, within fourteen (14) calendar days of any changes in the personnel assigned to the Project tasks/deliverables by

completing ATTACHMENT 17: KEY STAFF REPLACEMENT FORM. The substitute personnel must have equal or better qualifications than the additional/replaced personnel, meet all requirements, and be approved in advance of any performance under the Contract by the CPUC Contract Manager. If the replacement Key Staff is billed on an hourly basis under this Agreement, the replacement shall be billed at the Contractor's proposed hourly rate for the applicable labor tier (Tier 1, Tier 2, or Tier 3) in EXHIBIT D: COST WORKBOOK, Tab "1 - Cost", Section D) Labor Costs, subject to prior written approval by the CPUC Contract Manager.

i. Notifications must include:
   - A transition plan.
   - The proposed replacement's resume and qualifications that meet or exceed mandatory requirements.
   - Three professional references for the proposed replacement.

B. For unexpected Key Staff Changes, the Contractor will notify the State, in writing, within three (3) business days of becoming aware of the change. The Contractor shall submit a written transition plan within seven (7) calendar days.

C. If a Contractor's employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor will make every reasonable effort to provide suitable substitute personnel within ten (10) days. The Contractor will complete the ATTACHMENT 17: KEY STAFF REPLACEMENT FORM for the proposed substitute resource(s). The substitute personnel must be equal or better qualifications than the replaced personnel, meet all requirements, and be approved in advance of any performance under the Contract by the CPUC Contract Manager. If the replacement Key Staff is billed on an hourly basis under this Agreement, the replacement shall be billed at the Contractor's proposed hourly rate for the applicable labor tier (Tier 1, Tier 2, or Tier 3) in EXHIBIT D: COST WORKBOOK, Tab "1 - Cost", Section D) Labor Costs, subject to prior written approval by the CPUC Contract Manager.

The State reserves the right to have the Contractor replace personnel at any time, such right will not be exercised unreasonably. The State will notify the Contractor in writing when exercising that right and will provide the Contractor with the reason for requiring the replacement. In this event, the Contractor must provide a proposed replacement in accordance with the process and deadline specified herein.

D. The Contractor will notify the State, in writing, within ten (10) calendar days of proposed replacement personnel assigned to the Project tasks/deliverables by completing ATTACHMENT 17: KEY STAFF REPLACEMENT FORM. The replacement personnel must have equal or better qualifications than the replaced personnel, meet all requirements, and be approved in advance of any performance under the Contract by the CPUC Contract Manager. If the replacement Key Staff is billed on an hourly basis under this Agreement, the replacement shall be billed at the Contractor's proposed hourly rate for the applicable labor tier (Tier 1, Tier 2, or Tier 3) in EXHIBIT D: COST WORKBOOK, Tab "1 - Cost", Section D) Labor Costs, subject to prior written approval

by the CPUC Contract Manager.

14. Escalation Process

The Contractor and CPUC acknowledge and agree that certain technical and project related problems or issues may arise, and that such matters shall be brought to the State's attention. Problems or issues shall normally be reported in regular status reports. There may be instances, however, where the severity of the problems justifies escalated reporting. To this extent, the Contractor will determine the level of severity and notify the appropriate State personnel. The State personnel notified, and the time taken to report the problem or issue, shall be at a level commensurate with the severity of the problem or issue. The State personnel include, but are not limited to, the following:

First Level: TBD, CPUC Contract Manager
Second Level: TBD, CPUC Contract Administrator
Third Level: TBD, CPUC IT Contract Supervisor

Changes to personnel listed above will not require an amendment. However, the State will notify the Contractor in writing of any change.

15. Corrective Action

The State will be the sole judge of the acceptability of all work performed, and all work products produced by the Contractor as a result of this Contract. Should the work performed or products produced by the Contractor fail to meet the State's mandatory conditions, requirements, specifications, or guidelines, the following process will be employed, except as superseded by other binding processes:

1. The State will notify the Contractor in writing within five (5) business days after discovery of any acceptance problems by identifying the specific inadequacies and/or failures in the services performed and/or the products produced by the Contractor.
2. The Contractor will, within five (5) business days after initial problem notification, respond to the State by submitting a detailed explanation describing precisely how the identified services and/or products actually adhere to and satisfy all applicable requirements, and/or a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services and/or products.
3. The State will, within five (5) business days after receipt of the Contractor's detailed explanation and/or proposed corrective action plan, notify the Contractor in writing whether it accepts or rejects the explanation and/or plan. If the State rejects the explanation and/or plan, the Contractor will submit a revised corrective action plan within three (3) business days of notification of rejection.
4. The State will, within three (3) business days of receipt of the revised corrective action plan, notify

the Contractor in writing whether it accepts or rejects the revised corrective action plan proposed by the Contractor.

5. If a Contractor project component or deliverable is rejected three (3) times by the State, the Cure Notice process will follow.

15.1. Cure Notice

CPUC will issue a cure notice to inform the Contractor in the event the Contractor fails to meet a project work product, component, requirement, or deliverable. Upon issuance, the cure notice will specify how much time the Contractor must remedy the condition. If the condition is not corrected within the period specified, the cure note states that the Contractor may face termination of its Agreement by default as stated in the General Provisions - Telecommunications (Revised 06/06/2025), Section 16.3, Termination for Default.

Triggers for a Cure Notice

Cure notice may be triggered by any of the following conditions, or other conditions that arise in performance of the Agreement:

1. The Contractor continues to miss agreed-upon deadlines.
2. Quantifiable evidence is lacking to show that work is being accomplished.
3. The quality of tasks does not meet CPUC' s standards.
4. The Contractor is non-responsive to CPUC requests, or
5. The Contractor does not replace key personnel, as outlined in SECTION 13. Key Staff Changes.

16. Contractor Deliverables

The Contractor shall be responsible for the deliverables in Table 16-1 below. Specific requirements for each deliverable can be found in EXHIBIT B: DELIVERABLES AND MILESTONES TABLE as identified by the Task ID. Report deliverables (including, as applicable, Operations Reporting Requirements, the Monthly Service Level Performance Scorecard and SLA Meeting Summary Report(s) required under SECTION 22. Service Level Agreements (SLAs), Unanticipated Tasks Summary Report(s), Contact Center Performance Reports, and Warehouse Reports/Equipment Tracking Reports) are defined in EXHIBIT B: DELIVERABLES AND MILESTONES TABLE and shall be delivered in CPUC-approved format and frequency as specified therein. Report formats (e.g.: file type, naming convention, and layout) will be finalized by CPUC after contract execution and communicated to the Contractor (including during Transition-In, as applicable).

Deliverables related to infrastructure or data integration are omitted as those deliverables are under the ERP contract.

The responsibility for development, production, delivery, and maintenance of CPUC Project Deliverables rests with the Contractor. The Contractor shall adhere to the State's standard process for Deliverables/ Tasks, beginning with a Deliverable Expectation Document (DED), followed by a draft Deliverable/Task (if required by CPUC), then a final Deliverable/Task.

The State will meet with the Contractor to discuss and clarify specific expectations for each DED and Deliverable/Task in advance. Unless Table 16-1 specifies a draft submittal by a stated due date/event, whether a draft is required and the draft review timing will be defined in the approved DED and/or CPUC written direction. For periodic Deliverables/Tasks, CPUC will identify which Deliverables/Tasks require draft and final versions beyond the initial submittal. For example, after the initial Monthly Status Report, CPUC does not expect a draft Monthly Project Status Report to be produced unless otherwise directed.

Once a DED, draft Deliverable/Task, or final Deliverable/Task is submitted, the State will conduct a review and provide consolidated comments using a standard template. The State understands and expects that multiple Deliverables/Tasks may be in the development stage simultaneously.

In the event the State finds a Deliverable/Task to be unsatisfactory, the State will notify the Contractor of the reason(s) for the rejection in writing and identify specific Deficiencies. State staff will meet and confer with the Contractor to provide clarification as requested or needed. Rejection of a Deliverable/Task does not allow for schedule delays regarding subsequent Deliverables/Tasks, unless approved in writing and in accordance with the Contract by the CPUC Contract Manager or designated assignee.

The following table identifies the deliverables/tasks required under the terms of this Contract to be completed and delivered to the State. The State reserves the right to request additional analyses and assessments that are deemed necessary to complete the deliverables/tasks identified in Table 16-1 below and EXHIBIT B: DELIVERABLES AND MILESTONES TABLE, as needed. When such additional analyses and assessments are within the scope of the deliverables/tasks identified in Table 16-1 and EXHIBIT B: DELIVERABLES AND MILESTONES TABLE, the Contractor shall not bill the State for these additional analyses and assessments separately. These additional analyses and assessments are not Unanticipated Tasks unless they are outside the deliverables in Table 16-1 and EXHIBIT B: DELIVERABLES AND MILESTONES TABLE and are authorized by the CPUC in writing. The Contractor may suggest development of additional deliverables in specific areas. Deliverables will be further defined using ATTACHMENT 18: DELIVERABLE EXPECTATION DOCUMENT after contract execution.

The Contractor shall not bill the State for Deliverables/Tasks at a greater frequency than identified in the table below under the "Due Date/Frequency" column. For one-time Deliverables/Tasks, draft submissions, final submissions, revisions, maintenance, and re-submissions are not separately billable unless EXHIBIT D: COST WORKBOOK or an approved DED expressly identifies a separate billable item. Otherwise, those activities are included in the applicable Contract pricing set forth in EXHIBIT D: COST WORKBOOK. Recurring Deliverables/Tasks may be billed only at the frequency stated below. Each

invoice must include the applicable signed DED and signed DAD.

Table 16-1: Deliverables

Deliverable #	Task ID	Deliverable Name	Due Date/Frequency	Billing Frequency
Project Management				
1	1.2	Kickoff Report	Submit within five (5) State business days after the Project Kickoff Meeting.	One-time
1	1.5 - 1.13	Project Management Plan (PMP) and Rollout Schedule	Initial PMP/Rollout Schedule due within thirty (30) State business days after contract execution. Update/maintain throughout contract term as required by CPUC.	Once when submitted and each month when updates are required
1	1.22	Disaster Recovery Plan	If Transition-In/Out is not applicable: submit within thirty (30) calendar days after the Effective Date. If Transition-In/Out is applicable: submit within thirty (30) calendar days prior to the In-Service Date; if CPUC requests revisions, revise and re-submit fifteen (15) calendar days prior to the In-Service Date. Update/maintain throughout the contract term as required by CPUC.	Once when submitted and each month when updates are required (Revisions within 15 days of the In-Service Date are not separately billable)
2	2.1 - 2.8	Schedule Management Plan (includes all plans detailed under Deliverable 2)	Draft reviewed at Project Kickoff Meeting. Final due no later than thirty (30) State business days after contract execution (or earlier if specified in the CPUC-approved PMP/ Rollout Schedule). Update/maintain throughout contract term.	Once when submitted and each month when updates are required

Deliverable #	Task ID	Deliverable Name	Due Date/Frequency	Billing Frequency
3	3.1 - 3.7	Risk and Issue Management Plan	Draft reviewed at Project Kickoff Meeting. Final due per CPUC-approved PMP/Rollout Schedule. Update/maintain throughout contract term.	Once when submitted and each month when updates are required
4	4.1 - 4.4	Communication Management Plan	Draft reviewed at Project Kickoff Meeting. Final due per CPUC-approved PMP/Rollout Schedule. Update/maintain throughout contract term.	Once when submitted and each month when updates are required
4	4.5 - 4.14	Monthly Project Status Report(s) (Deliverable 4 status report package includes: Monthly Dashboard (Task 4.5), Monthly Budget/ Schedule Variance Summary (Task 4.6), and Monthly Project	Monthly (at minimum). Contractor provides inputs in CPUC-approved report template and submission schedule provided after contract execution.	Monthly

Deliverable #	Task ID	Deliverable Name	Due Date/Frequency	Billing Frequency
		Status Report narrative (Task 4.8); related monthly status meeting/ support requirements are included in Tasks 4.9 - 4.14)		
4	4.15	Operations Reporting Requirements	Per CPUC-approved format and frequency. Report format details/repository will be finalized by CPUC after contract execution(including during Transition-In, if applicable) and communicated to the Contractor. Includes SLA performance reporting deliverables required under SECTION 22. Service Level Agreements (SLAs), including the Monthly Service Level Performance Scorecard and SLA Meeting Summary Report(s), submitted per SECTION 22. Service Level Agreements (SLAs) timelines.	TBD by CPUC after contract execution
4	4.16	Monthly Unanticipated Tasks Summary Report(s)	Monthly, for months in which CPUC authorizes Unanticipated Tasks.	Monthly
5	5.1 - 5.8	Document Management Plan	Effective upon contract execution; ongoing throughout contract term. Includes maintaining required repositories/tools; initial org chart due	Once when submitted and each month when updates are required

Deliverable #	Task ID	Deliverable Name	Due Date/Frequency	Billing Frequency
			within ten (10) State business days after contract execution and updates within one (1) State business day upon CPUC request/Key Staff change.	
6	6.1 - 6.10	Quality Management Plan (includes Procedures Manual)	Written QMP due before end of Transition-In period (if applicable); thereafter report KPIs/ plan requirements at established intervals (and participate in quarterly reviews as applicable). Procedures Manual required under Task ID 6.10 shall be developed, maintained, and updated throughout the contract term and provided to CPUC upon request.	Once when submitted and each month when updates are required
6	6.11	Process Audit Report(s)	Annually and/or as requested by CPUC (e.g., inventories/reconciliations). Process Audit Report(s) due in CPUC-approved format and timeframe following audits.	Annually
6	6.12 - 6.17	Process Improvement Progress Report(s)	At intervals established in the approved QMP (and through CPUC-directed lessons-learned/ process improvement sessions as applicable).	Intervals established in approved QMP
7	7.1 - 7.3	Change Management Plan	Draft reviewed at Project Kickoff Meeting. Final due per CPUC-approved PMP/Rollout Schedule. Update/maintain throughout contract term as needed. Contractor shall also conduct quarterly Change Control Process assessments and document results/corrective actions; documentation shall	Once when submitted and each month when updates or Change Control Process work are required

Deliverable #	Task ID	Deliverable Name	Due Date/Frequency	Billing Frequency
			be provided to CPUC upon request.	
Customer Support & Equipment Processing Requirements				
8	8.21 - 8.22	Customer Problem Resolution Plan (includes Problem Resolution Status Report)	Submit prior to first day of service. Maintain/update throughout contract term as required by CPUC.	Once when submitted and each month when updates are required
8	8.23 - 8.24	Contact Center Reports (Inbound Call Log and Outbound Call Summary)	Report format due prior to end of Transition-In for CPUC approval; thereafter provide monthly reporting (and other SLA-driven frequency, as applicable) in CPUC-approved format and frequency.	Monthly
8	8.25	CSR Training Program (Comprehensive Training Program; includes Basic Curriculum)	Submit for CPUC approval within the first sixty (60) State business days of the Contract. Finalize and institute the Basic Curriculum within the first ninety (90) State business days of the Contract. Update as required by CPUC.	Once when submitted and each month when updates are required
8	8.33	CSR Training Status Matrix	Monthly, due with Monthly Project Status Report inputs per CPUC-approved submission schedule.	Monthly

Deliverable #	Task ID	Deliverable Name	Due Date/Frequency	Billing Frequency
		(monthly input to Monthly Project Status Report)		
9	9.1 - 9.12	Warehouse Operations Requirements	Ongoing throughout contract term; effective by In-Service Date (as applicable)	See EXHIBIT D: COST WORKBOOK
9	9.9	RMA and Testing Activity	Ongoing throughout contract term; reporting (if/when required) per CPUC-approved format and frequency under Operations Reporting.	TBD by CPUC after contract execution
9	9.11	Warehouse Reports / Equipment Tracking Reports (includes inventory management and returned equipment reporting, including month-end close/ reconcile variance reporting per Task ID 9.10, per CPUC direction)	Per CPUC direction and in CPUC-approved format/frequency (report deliverables are delivered per CPUC-approved frequency and templates finalized after contract execution).	TBD by CPUC after contract execution

Deliverable #	Task ID	Deliverable Name	Due Date/Frequency	Billing Frequency
Transition Activities (Mandatory-Optional (MO))				
10	10.1 - 10.12	Transition-In Plan (includes Transition-In Work Plan and Transition-In Master Plan), if applicable	Due per CPUC-approved PMP schedule and Transition-In timeline; Transition-In status reporting included in Weekly Status Report (Task ID 11.8) at onset of Transition-In.	One-time
11	11.1 - 11.8	Transition-Out Plan (includes Transition-Out Work Plan and Transition-Out Master Plan), if applicable	Six (6) months before end of Contract term, Contractor shall: submit Transition-Out Master Plan and Transition-Out Work Plan for CPUC review/approval; update as needed throughout Transition-Out; Transition-Out status reporting included in Weekly Status Report at onset of Transition-Out.	Once when submitted and each month when updates are required
11	11.5	Data Migration Schedule, if applicable	As part of Transition-Out activities: establish data migration schedule and obtain written acceptance by CPUC.	One-time
11	11.9	Contract Closeout Plan, if applicable	Draft no later than six (6) months before end of Contract term (as part of Transition-Out planning, if applicable) Maintain/update throughout Transition-Out/ Closeout until closeout conditions met.	Once when submitted and each month when updates are required

16.1. Deliverable Acceptance Document

It shall be the State's sole determination as to whether a project deliverable identified in this Contract (or in a supplemental DED) has been successfully completed and acceptable to the State. Acceptance criteria shall consist of the following:

A. The approval process outlined in SECTION 29. Performance is followed.
B. The Contractor will complete an ATTACHMENT 19: DELIVERABLE ACCEPTANCE DOCUMENT and email to the CPUC Contract Manager.
C. The CPUC Contract Manager will review and sign then email the signed DAD to the Contractor.
D. The Contractor will review and sign the DAD.
E. The Contractor must include the fully signed DAD with the invoice for payment.

16.2. Deliverable Rejection & Acceptance

1. All concluded work shall be submitted for review and acceptance or rejection to the CPUC Contract Manager through the use of Deliverable Acceptance Documents (DAD), shown in ATTACHMENT 19: DELIVERABLE ACCEPTANCE DOCUMENT, to be signed by the Contractor.
2. The Contractor must be the sole entity submitting deliverables to the CPUC. The CPUC will not accept deliverables from subcontractors. The Contractor must review, verify compliance of, and accept full responsibility for any subcontractor deliverables before submission to the CPUC.
3. If deemed necessary by the CPUC, a formal walkthrough session will be conducted to review the submitted deliverables. This does not remove the walkthrough requirements already designated in this contract. The CPUC will identify the reviewers that will attend these walkthrough sessions. The walkthrough sessions will be organized and scheduled by the Contractor, with approval from the CPUC.
4. The CPUC will use the signed DED to assess whether the Contractor has met the criteria for deliverables acceptance.
5. The CPUC will be responsible for reviewing and approving in writing, within ten (10) business days of receipt of the DAD, each work product and deliverable including but not limited to plans, designs, drawings, and reports. The CPUC will be the sole judge of the acceptability of all work performed and all work products produced by the Contractor as required in this Contract.
6. Should the work performed or the Deliverables produced by the Contractor fail to meet CPUC's conditions, requirements, specifications, guidelines, or other applicable standards as identified in this contract, the following resolution process will be employed, except as superseded by other binding processes:
    a. The CPUC will notify the Contractor in writing within ten (10) business days after receipt of DAD of any acceptance problems by identifying the specific inadequacies and/or failures in the services performed and/or the products produced by the Contractor, unless Contractor and the CPUC have mutually agreed in writing to a different review period for the DAD.

b. If the CPUC has identified inadequacies and/or failures, the Contractor must, within five (5) business days after problem notification, respond to the CPUC by submitting a detailed explanation describing precisely how the identified services and/or products adhere to and satisfy all applicable requirements, or submit a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services and/or products. Failure by the Contractor to respond to the CPUC's problem
notification within the required time limits may result in immediate termination of the Agreement. The CPUC may, at its discretion and in writing, allow a longer period than the five (5) business days in consideration of the scope of the change.

c. The CPUC will, within five (5) State business days after receipt of the Contractor's detailed explanation or proposed corrective action plan, notify the Contractor in writing whether it accepts or rejects the explanation or corrective action plan. If the CPUC rejects the explanation or the corrective action plan, the Contractor must submit a revised corrective action plan within three (3) business days of notification of the rejection. Failure by the Contractor to respond to the CPUC's notification of the rejection by submitting a revised corrective action plan within the required time limits may result in immediate termination of the Agreement.

d. The CPUC will, within three (3) business days of receipt of the revised corrective action plan, notify the Contractor in writing whether it accepts or rejects the revised corrective action plan proposed by the Contractor. Rejection of the revised corrective action plan may result in immediate termination of the Agreement.

e. Lack of response on the part of the CPUC does not constitute Acceptance of any Deliverable.

f. Signed acceptance of the DAD will be by the CPUC Contract Manager identified in SECTION 7. Contract Representatives.

g. The Contractor may not change a deliverable that has been accepted by the CPUC without the CPUC's written approval.

It shall be the State's sole determination as to whether a deliverable has been successfully completed in accordance with this Contract.

17. Data Handling and Ownership

As the CPUC's appointed custodian of PII, the Contractor shall adhere to SECTION 18. Security, its

subsections, and all other data privacy provisions listed in this Contract.

PI is broadly defined as: “Any information that is maintained by the agency that identifies or describes an individual, including, but not limited to, his or her name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It includes statements made by or attributed to, the individual.” (IPA, Civil Code section 1798.3)

The CPUC will retain ownership of any data pertaining to delivering the services outlined in this Contract. The Contractor may use such data only for purposes of performing under the Contract and shall not disclose it except as authorized by the CPUC in writing.

The Contractor shall comply with California law and CPUC policies and regulations related to data privacy and information security, as defined by:

- The CPUC DDTP Privacy Policy (the DDTP Privacy Policy may be viewed at: https://caconnect.org/privacy/).
- Article 1, Section 1, of the Constitution of the State of California
- The Information Practices Act of 1977 (Civil Code sections 1798 et seq.)
- The State Administrative Manual (SAM sections 5300 et seq.)
- The California Public Records Act (Government Code sections 6250-6265)
- The State Records Management Act (Government Code sections 14740-14770)
- The Comprehensive Computer Data Access and Fraud Act (Penal Code section 502)
- Technology Letters and other guidance provided by the Department of Technology and Information Security Office (ISO)

The Contractor is responsible for maintaining and providing reports related to Contact Center Operations and Warehouse Management as outlined in SECTION 16. Contractor Deliverables and EXHIBIT B: DELIVERABLES AND MILESTONES TABLE, including the Operations Reporting Requirements and related reporting deliverables. Enterprise platform/system administration and application management responsibilities for enterprise systems (e.g., CRM, ERP, and Financial Management) are outside the scope of this contract and will be handled under the ERP contract. The Contractor remains responsible for accurate operational data entry, quality control, and use of ERP-provided systems and interfaces as required by this Contract.

18. Security

In the performance of this contract, the Contractor agrees to adhere to the Security provisions as noted in SECTION 18.1. CAC Information Security and SECTION 18.2. CPUC INFORMATION SECURITY PROVISIONS. To the extent of a conflict between the provisions of SECTION 18.2. CPUC INFORMATION SECURITY PROVISIONS shall supersede SECTION 18.1. CAC Information Security.

18.1. CAC Information Security

A. The Contractor shall comply, at a minimum, with the following information security provisions, as required by State Administrative Manual (SAM) section 5305.8 for agreements with non-state entities in the development, use, or maintenance of information systems, products, solutions, or services.
B. The Contractor shall apply appropriate levels of security (confidentiality, integrity and availability) for the data based on data categorization and classification and FIPS Publication 199 protection levels.
C. The Contractor shall adhere to any additional state required standards for transmission and storage of the data, including encryption and destruction, if applicable.
D. The Contractor warrants and certifies that in the performance of this contract, it shall comply with all applicable statutes, rules, regulations and orders of the United States and the State of California, and agrees to indemnify the state against any loss, cost, damage or liability by reason of Contractor's violation of this provision, including but not limited to information handling and confidentiality requirements outlined in the California Information Practices Act (Civil Code sections 1798 et seq.).
E. The Contractor shall sign an information security and confidentiality agreement provided by the CPUC and attest that its employees, agents and associates involved in the performance of this contract are bound by terms of a confidentiality agreement with Contractor similar in nature.
F. The Contractor shall properly secure and maintain any computer systems (hardware and software applications) that it will use in the performance of this contract. This includes ensuring all security patches, upgrades, and anti-virus updates are applied as appropriate to secure data that may be used, transmitted, or stored on such systems in the performance of this contract.
G. The Contractor shall immediately notify the CPUC when it discovers there may have been a breach in security, which has or may have resulted in compromise to confidential data or CPUC assets. For purposes of this section, immediately is defined as within two hours of discovery. The CPUC contact for such notification will be provided to the Contractor following the award.
H. The CPUC will have the right to participate in the investigation of a security incident involving its data or conduct its own independent investigation, and Contractor will cooperate fully in such investigations. Contractor will cooperate fully in such investigations, granting access to any and all data that is requested.
I. The Contractor shall be responsible for all costs incurred by the CPUC due to Security Incident resulting from the Contractor's failure to perform or negligent acts of its personnel, and resulting in an unauthorized disclosure, release, access, review, or destruction; or loss, theft or misuse of an information asset. If Contractor experiences a loss or breach of data, Contractor will immediately report the loss or breach to the data owner. If the CPUC determines that notice to the individuals

whose data has been lost or breached is appropriate, Contractor will bear any, and all costs associated with the notice or any mitigation selected by the CPUC. These costs include, but are not limited to, staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach or loss of data.

J. The Contractor shall immediately notify and work cooperatively with the CPUC to respond timely and correctly to public records act requests.

K. The Contractor shall comply with CPUC records retention schedule to be provided by CPUC after the Effective Date.

L. All financial, statistical, personal, technical and other data and information related to the state's operation which are designated confidential by the state and made available to Contractor in order to carry out this contract, or which become available to Contractor in carrying out this contract, will be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. This includes, but is not limited to, the secure transport, transmission and storage of data used or acquired in the performance of this contract.

18.2. CPUC INFORMATION SECURITY PROVISIONS

In the performance of this contract, the Contractor agrees to protect the confidentiality, integrity and availability of all information provided by the California Public Utilities Commission (CPUC). The Contractor further agrees to implement the following minimum administrative, physical, and technical information security safeguards to comply with the information security provisions specified in the California State Administrative Manual (SAM) 5305.8.

Reference:

- State Administrative Manual Section 5300
  https://www.dgs.ca.gov/Resources/SAM/TOC/5300

1. ADMINISTRATIVE SAFEGUARDS
   A. DATA OWNERSHIP
      i. The information being provided by CPUC under this Agreement remains the exclusive property of CPUC. This information is not open to the public and requires special precautions to protect from loss and unauthorized use, disclosure, modification, or destruction. This information must not be shared without written permission from CPUC.
      ii. The Contractor shall have a non-exclusive right to use and process the information for the purposes stated in this Agreement. This right shall be revoked immediately upon termination of this Agreement. Disclosure of this data to Contractor in the performance of this Agreement does not transfer ownership of information to the

Contractor or its employees or agents.

B. INCIDENT REPORTING

All unauthorized or suspected unauthorized access, uses, and/or disclosures of information obtained under this Agreement will be thoroughly reviewed by CPUC's Information Security Office (ISO) and the Contractor's ISO. The Contractor will comply with the incident reporting requirements in accordance with California Civil Code Section 1798.29, SAM Section 5340.4, and State Information Management Manual (SIMM) Section 5300 Information Security, 5340-A – Incident Reporting and Response Instructions and 5340-C – Requirements to Respond to Incidents Involving a Breach of Personal Information forms.

i. The Contractor will immediately notify the CPUC ISO of any information security breach involving information accessed or obtained under this Agreement. Immediately, for purposes of this Agreement, means not later than 24 hours after a security event is detected.

ii. Each party will conduct oversight of its users with access to information provided under this Agreement and will immediately notify the other entity's ISO of any unauthorized or suspected unauthorized accesses, uses, and/or disclosures / incidents.

Reference:

- State Administrative Manual Section 5300 https://www.dgs.ca.gov/Resources/SAM/TOC/5300
- Statewide Information Management Manual (SIMM) https://cdt.ca.gov/policy/simm/#SIMM

C. USE OF INFORMATION

The Contractor acknowledges and agrees that the information furnished or secured pursuant to this Agreement will be used solely for the purposes described in this Agreement and agrees to implement policies and procedures to ensure the confidentiality, integrity, and availability of said information. The Contractor further agrees that information obtained under this Agreement will not be reproduced, published, sold, or released in original or any other form for any purpose other than identified in this Agreement.

D. STATEMENT OF CONFIDENTIALITY

Each party will ensure that all employees who have access to confidential, sensitive, and/or personal information of the other party may be required to file a signed confidentiality statement attesting to the fact that he/she is aware of the confidential nature of the data and penalties for unauthorized disclosure under applicable state and federal law. When

CPUC requests signed confidentiality statements, the request will come from the CPUC IT Contract Manager or CPUC ISO. Copies of signed confidentiality statements must be made available upon request to the CPUC ISO.

E. EMPLOYEE ACCESS TO INFORMATION

The Contractor agrees that information will be kept in the strictest confidence and only made available to authorized personnel on a "need-to-know" business basis, and only for the purposes authorized under this Agreement. The term "need-to-know'' refers to those authorized persons who need information to perform their official duties in connection with the purpose described in the Agreement. The parties recognize their mutual responsibilities to protect the confidentiality of information in their custody as provided by law and ensure such information is disclosed only to those individuals, and of such purpose as authorized by the respective laws.

i. Remote access must be approved by the CPUC Chief Information Officer (CIO) and ISO. Any authorized remote access connections are to be within the Continental United States (CONUS) only (prohibiting remote access to data from outside CONUS) and require multi-factor authentication.
ii. All privileged accounts require multi-factor authentication.

F. SECURITY AWARENESS TRAINING

The Contractor and all their users authorized to access all information furnished or obtained under this Agreement must receive security awareness training prior to accessing such information, and annually thereafter. The security awareness training will be provided to the Contractor and all their authorized users by the CPUC.

2. PHYSICAL SAFEGUARDS

A. ACCESS AUTHORIZATION RECORDS

The Contractor will maintain records of all authorized users and the authorization level of access granted to the information obtained under this Agreement.

B. ACCESS CONTROL

The Contractor will maintain and secure its entire computer system (network, hardware, software, and applications) used in the performance of this Agreement in accordance with state policies, standards and procedures held in the SAM Chapters 4800 through 5300. Reference:

i. State Administrative Manual https://www.dgs.ca.gov/Resources/SAM/TOC

C. SECURE AREAS

Computer monitors, printers, hard copy printouts, or any other forms of information accessed or obtained under the performance of this Agreement must not be viewed by the public or other unauthorized persons as described in the Agreement.

D. SECURE STORAGE

Information in all forms must be stored in areas physically secure and protected from access by unauthorized persons. All confidential and personal data requires end-to-end encryption. Call center and Interactive Voice Response (IVR) system recordings are designed and configured to protect personal information (e.g., use masking for Social Security Number (SSN) and other personal data protections that limit/restrict recording, copying and excess storage of persona data).

E. MEDIA PROTECTION

The Contractor will employ the use of validated encryption for all confidential information stored on electronic media and obtained in the performance of this Agreement. Confidential information obtained by either party in this Agreement must be secured in accordance with the SAM Section 5365.2.

Reference:

i. State Administrative Manual Section 5300 https://www.dgs.ca.gov/Resources/SAM/TOC/5300
ii. NIST Special Publication (SP) 800s http://csrc.nist.gov/publications/PubsSPs.html

F. DESTRUCTION OF RECORDS

All records received under this Agreement and any database(s) created, copies made, or files attributed to the records received will be destroyed when they are no longer needed for the business purpose for which they were obtained, or within thirty (30) calendar days of termination of the contract, using confidential destruction methods. This information includes information stored on all media both digital and physical. The records shall be securely destroyed in accordance with National Institute of Standards and Technology (NIST) 800-88.

Reference:

i. NIST Special Publication (SP) 800s http://csrc.nist.gov/publications/PubsSPs.html

3. INFORMATION SECURITY

Information security is defined as the preservation of the confidentiality, integrity, availability,

authenticity, and utility of information. A secure environment is required to protect the confidential information obtained pursuant to this Agreement. Confidential information obtained by either party in this Agreement must be secured in accordance with the SAM Chapter 5300.

A. ELECTRONIC TRANSMISSION
All confidential information transmitted over a public network must be encrypted end-to-end. The Contractor will use FIPS 140-3 encryption standards and FIPS 140-3 validated methods, and NIST special publication 800-53 control requirements such as, but not limited to, utilizing minimum encryption strength of 256-bit Advances Encryption Standard (AES) and Secure File Transfer Protocol (SFTP) when transferring or encrypting electronic files or information. The Contractor will coordinate with CPUC ISO to implement the above referenced encryption standards to send and receive all information as required.
Reference:
   i. NIST Special Publication (SP) 800-53, Rev 5, System and Communications Protection Family, Control SC-8 Transmission Confidentiality and Integrity https://csrc.nist.gov/pubs/sp/800/53/r5/upd1/final
   ii. NIST Special Publication (SP) 800s http://csrc.nist.gov/publications/PubsSPs.html
   iii. NIST Federal Information Processing Standards (FIPS) http://csrc.nist.gov/publications/PubsFIPS.html

B. CHANGE CONTROL
All changes to computer systems, hardware, software, file structure, data or record layout, applications, storage media, and network components used for storing and/or accessing information in the performance of this Agreement must be approved by the CPUC ISO in writing in advance prior to implementation.

C. SCREEN-LOCKING
Computers capable of accessing information for the performance of this Agreement must not be left unattended and logged on unless secured by a screen-locking process or mechanism to prevent unauthorized access or secured in a locked room not accessible to unauthorized personnel.

D. AUDITING
The Contractor will maintain an audit trail and record data access of authorized users and the authorization level of access granted to information based on job function. Logs must be made available to the CPUC ISO upon request. The Contractor will allow audits or inspections by individuals authorized by the CPUC ISO at the Contractor’s premises during

regular business hours, prior notice for purposes of determining compliance with the terms of this Agreement.

E. CLOUD COMPUTING

If the Contractor will be using a cloud computing solution, the solution must follow and meet, or exceed, the special provisions for cloud computing services set by the Department of General Services (DGS) and California Department of Technology (CDT) and published on the DGS website via the Cloud Computing policy SAM 4983-4983.1 and additional Cloud Computing Special Provisions document.

Reference:

i. State Administrative Manual Section 4900 https://www.dgs.ca.gov/Resources/SAM/TOC/4900

F. DISASTER RECOVERY

The Contractor must meet the following disaster recovery objectives:

i. Upon the executed Agreement and the installation of the data transfer method, the Contractor shall provide a copy of disaster recovery plan and procedures that address all essential recovery program elements outlined in SAM sections 5325 through 5325.6.

   In the event of a disaster, as defined in the disaster recovery plan, the Contractor shall notify CPUC as soon as practical, but not later than 24 hours after declaring a disaster; and shall provide a report to CPUC within two (2) business days, or as soon as practical. In the event of a disaster, the Contractor will notify CPUC for their approval when the need to use an outside vendor occurs ensuring all security measures will be maintained.

ii. The Contractor, in collaboration with CPUC, will identify a Disaster Recovery Vendor. The Contractor, CPUC, and the Disaster Recovery Vendor shall test the Contractor's ability to meet the requirements of this Agreement annually in accordance with State requirements and provide CPUC a report regarding the execution of the test and its outcome.

   a. The testing must meet the recovery objectives of this Contract and should assess whether the Contractor's disaster recovery provisions are capable of meeting the recovery objectives. The Contractor and CPUC will be responsible for establishing and conducting periodic Disaster Recovery tests, which will provide a means for Disaster Recovery Plan documentation maintenance as well as early identification and mitigation of any problems that occur as a result of the test.
   b. At the minimum, the Contractor, in conjunction with CPUC must conduct

one simulation or parallel test of Disaster Recovery plan annually. This test must exhibit end-to-end recovery capability to meet requirements as described in this contract.
Reference: https://www.dgs.ca.gov/Resources/SAM/TOC/5300

18.3. Acceptable Use of Security Policy

The Contractor shall comply with the Acceptable Use of Security Policy (ATTACHMENT 21: Acceptable Use of Security) throughout the term of the Contract. The Contractor shall ensure all Contractor personnel authorized to use State of California or CPUC-owned or leased systems, equipment, networks, and/or facilities are provided the Policy and comply with it prior to being granted such access/authorization. Upon request, the Contractor shall provide the CPUC Contract Manager written confirmation that applicable personnel have received the Policy and have been instructed on compliance requirements.

19. Disaster Recovery

The Contractor shall comply with the Disaster Recovery requirements in SECTION 18.2. CPUC INFORMATION SECURITY PROVISIONS, 3F. Disaster Recovery.

In addition to the requirements in SECTION 18.2. CPUC INFORMATION SECURITY PROVISIONS, the Contractor shall submit to the CPUC a complete Disaster Recovery Plan and procedures applicable to EPC Contact Center and warehouse operations (including systems supporting call handling and order fulfillment) for natural and man-made events. The Plan shall, at minimum: (a) define the timeframe when services must be restored and operational; (b) define the location of the back-up site (in-state or out-of-state) and the number of miles from the primary site; and (c) detail the escalation and communications procedures for restoring service.

A primary requirement of the Plan is to notify the CPUC Contract Manager and Executive Director within twenty (20) minutes if a major problem occurs, such as a disaster recovery event causing the primary EPC contact center or warehouse management system to become unavailable, preventing call handling or order fulfillment, and requiring activation of the Disaster Recovery Plan.

The Plan must align with the following CPUC disaster recovery objectives: (1) network outages, (2) facility access, and (3) on-site systems failure.

If Transition-In/Out is not applicable, the Contractor shall submit the Disaster Recovery Plan thirty (30) calendar days after the Effective Date. If Transition-In/Out is applicable, the Contractor shall submit the Disaster Recovery Plan thirty (30) calendar days prior to the In-Service Date. The CPUC shall review and provide any required revisions, and the Contractor shall revise and re-submit the Plan fifteen (15) calendar days prior to the In-Service Date.

20. Transition of Operation to New Contractor or to State

Transition for this Contract consists of Transition-In and Transition-Out activities to ensure the orderly transfer of California Connect (CAC) customer support and equipment processing services to the selected Contractor or the State (as applicable), and to support contract closeout with the incumbent Contractor(s). CPUC will work closely with the incumbent and successor Contractors during Transition activities (as applicable) and must approve updates to Transition plans and schedules. As applicable, the Primary Program and Contract Administrator (PPCA) will assist CPUC in coordinating multi-vendor Transition dependencies. All data and information provided by the Contractor under this Contract must be current, accurate, and complete.

The following are required of the Contractor for Transition-In/Out, if applicable:

- The Contractor shall manage Transition activities in accordance with the CPUC-approved project management and schedule management processes, including integration of Transition milestones and State review/approval durations into the Master Work Plan and other project work plans.
- The Contractor shall develop and maintain Transition plans/work plans and status reporting as required in this section and EXHIBIT B: DELIVERABLES AND MILESTONES TABLE (Transition-In Task IDs 10.1 – 10.12; Transition-Out Task IDs 11.1 – 11.8; Closeout Task ID 11.9), and shall update Transition schedules as needed based on CPUC direction and approved change control.
- The Contractor shall support continuity of operations during Transition and shall not allow Transition activities to degrade required service levels or ongoing performance obligations.

Deliverable 10: Transition-In (first six (6) months of the Contract term), if applicable (MO):

- **Applicability:** Transition-In activities apply at contract start regardless of whether the awarded Contractor is the incumbent. **If the awarded Contractor is the incumbent, Transition-In focuses on mobilization/readiness, continuity of operations, and implementation of new or revised contract requirements; predecessor-to-successor handoff activities apply only when the awarded Contractor differs from the incumbent.**
- **Transition-In Plan & schedule:** No later than thirty (30) calendar days after contract execution, the Contractor shall collaborate with CPUC and the Primary Program Contract Administrator (PPCA) and, as applicable, the incumbent Contractor **(when different from the awarded Contractor)** to develop and submit a Transition-In Master Plan and Transition-In Work Plan (Schedule) for CPUC review and approval. The Transition-In Master Plan and Transition-In Work Plan (Schedule), upon CPUC approval, are the contractual governing documents for Transition-In execution. The plans shall identify: (1) items/components to be transitioned, (2) approach and sequencing, (3) knowledge transfer method, (4) required resources and roles (Contractor/State/incumbent), (5) dependencies on Vendor Partners (including the ERP Contractor, where

applicable), and (6) Transition-In milestones and readiness criteria.

- **Parallel Operations and Validation:** The Transition-In activities shall include a defined period of parallel operations and validation testing sufficient to confirm functional integrity across all dependent contracts prior to final production cutover. Validation shall include confirmation of data flows, call routing, reporting outputs, and end-to-end workflow functionality.
- **Operational Readiness Confirmation:** Final cutover to the new operating model shall occur only upon documented confirmation from the CPUC Contract Manager and relevant stakeholders that established operational readiness criteria have been satisfied.
- **Cross-Contract Dependency Assessment:** The Transition-In Plan shall include a comprehensive assessment of cross-contract dependencies impacted by the separation of EPC operations from the ERP platform. This assessment shall identify affected systems, integrations, workflows, data exchanges, reporting interfaces, authentication mechanisms, and operational touchpoints. The Plan shall document sequencing, coordination requirements, validation steps, and mitigation strategies necessary to maintain continuity of CAC program services during and after transition.
- **State / incumbent responsibilities:** CPUC (and, as applicable, the incumbent Contractor) will: (1) designate Transition points of contact, (2) provide the Contractor reasonable access to required State-owned information, systems, reports, historical documentation, and existing workflows needed for takeover, (3) participate in Transition planning sessions and readiness reviews, and (4) approve or provide written feedback on Transition-In plans and schedules. Where the awarded Contractor differs from the incumbent, the incumbent Contractor shall continue performing existing operational responsibilities through the agreed Transition/Cutover milestones during the Transition-In period, unless the CPUC directs otherwise.
- **Contractor responsibilities:** The Contractor shall: (1) recruit/hire/assign Transition leadership and operational staff, (2) complete onboarding and training, (3) establish operating procedures and staffing coverage sufficient to assume operational control, (4) coordinate with the ERP Contractor and other CAC Vendor Partners to validate integrations/workflows that affect EPC operations, and (5) conduct Transition-In readiness reviews with CPUC and provide evidence of readiness for each Transition item/component prior to assuming control.
- **Data migration and cutover:** As part of Transition-In, the Contractor shall establish a data migration schedule (as applicable to EPC operations) and obtain written acceptance by the CPUC Contract Manager or designee. Cutover events (transfer of responsibility for a CAC service from an incumbent to a successor, if applicable) shall be planned, tested/validated where applicable, and executed per the CPUC-approved Transition-In Plan.
- **Status reporting during Transition-In:** At the onset of the Transition-In period, the Contractor shall include Transition-In status reporting in the Weekly Status Report, including progress against each Transition task/milestone, issues/risks, and variances from the baseline.
- **Skills and staffing (Transition-In):** Contractor Transition-In staffing shall include, at minimum, personnel with demonstrated capability in: project/transition management; contact center

operations; warehouse/logistics and inventory controls; training and knowledge transfer; data quality and reporting; and coordination in a multi-vendor environment (including integrations impacting EPC operations). The Contractor shall ensure staffing levels and skill sets are sufficient to assume operations within the Transition-In schedule.

Deliverable 11: Transition-Out (final six (6) months of the Contract term), if applicable (MO):

- **Transition-Out Plan & schedule:** Six (6) months before the end of the Contract term, the Contractor shall collaborate with CPUC and the PPCA and, as applicable, the successor Contractor to develop and submit a Transition-Out Master Plan and Transition-Out Work Plan (Schedule) for CPUC review and approval. The Transition-Out Master Plan and Transition-Out Work Plan (Schedule), upon CPUC approval, are the contractual governing documents for Transition-Out execution. The plans shall identify: (1) items/components to be transitioned to a successor Contractor or to the State, (2) approach and sequencing, (3) knowledge transfer method, (4) required resources and roles (Contractor/State/successor), (5) dependencies on Vendor Partners, and (6) Transition-Out milestones and acceptance criteria.
- **Rollback Protocol:** The Transition-Out Plan shall include a rollback protocol outlining defined trigger conditions, decision authority, data restoration procedures, and timeframes for reversion in the event of post-cutover instability affecting CAC program services.
- **Contractor responsibilities (handoff):** Regardless of Transition-Out timing, the Contractor shall provide professional personnel to plan and execute Transition-Out, including: (1) turnover of current, accurate, and complete program documentation and operational procedures, (2) knowledge transfer sessions and training for successor/State staff as appropriate, (3) support for data migration activities and written acceptance of the migration schedule (as applicable), and (4) coordination with the PPCA and other Vendor Partners.
- **State / successor responsibilities:** CPUC (and, as applicable, the successor Contractor) will: (1) designate Transition points of contact, (2) participate in Transition planning sessions and reviews, (3) provide review/approval or written feedback on Transition-Out plans and schedules, and (4) confirm the receiving environment/processes for any State-owned repositories, documentation, and data transfers.
- **Status reporting during Transition-Out:** At the onset of the Transition-Out period, the Contractor shall include Transition-Out status reporting in the Weekly Status Report, including progress against Transition-Out tasks/milestones, issues/risks, and variances from the baseline.
- **Knowledge base Transition-Out:** At Transition-Out/Contract Closeout (and upon CPUC request), the Contractor shall provide a complete export/copy of the Knowledge Base content and related documentation in a CPUC-approved format and repository, and in compliance with the Contract’s hosting and information security requirements.

Deliverable 11 (Continued) - Contract Closeout:

Contract Closeout occurs concurrently with Transition-Out activities and is focused on finalizing contractual obligations and completing required closeout deliverables. The Contractor shall develop, deliver, and implement a Contract Closeout Plan as required under EXHIBIT B: DELIVERABLES AND MILESTONES TABLE (Task ID 11.9) and comply with SECTION 10. FINAL BILLING.

The Contract Closeout Plan shall ensure complete and structured transfer of all operational and technical artifacts necessary to support the incoming EPC and ERP operating structure. This includes system configurations, integration mappings, workflow definitions, business rules, reporting logic, interface documentation, and other technical and operational materials required to support continuity of CAC program services.

21. Insurance Requirements

Prior to commencing performance of any work under this Contract, the Contractor shall furnish to the State Contract Administrator a certificate of insurance that complies with all the requirements set forth herein. If Contractor is self-insured, Contractor shall provide written proof of adequate self-insurance.

A. General Insurance Requirements
    i. All insurance coverage required herein shall remain in force for the complete term of this Contract.
        i. The Certificate Holder on the Contractor's certificate of insurance shall include the CPUC address as: California Public Utilities Commission, Attention: CPUC Contract Administrator, 505 Van Ness Avenue, San Francisco, CA, 94102, and the Contract #116815. The certificate of insurance must be emailed to the CPUC Contract Administrator at ITSolicitations@cpuc.ca.gov within ten (10) days of Contract execution.
        ii. Contractor's insurance company shall carry a rating that is acceptable to the Department of General Services (DGS). If Contractor is self-insured for a portion or all its insurance, review of Contractor's financial information, including a letter of credit, may be required.
        iii. If the Contractor's insurance required by this Contract expires during the term of the Contract, a new certificate must be received by the State Contract Administrator at least ten (10) business days prior to the expiration of the insurance. The new insurance shall meet all the requirements of this Contract.
        iv. The Contractor shall notify the State Contract Administrator in writing within five (5) business days prior to the effective date of any cancellation, non-renewal, or material change that affects any insurance coverage required by this Contract.
        v. If the Contractor fails to maintain in effect at all times the insurance coverage required in this Contract, the State may, in addition to any other remedies it may

have, terminate this Contract upon the occurrence of such event.

vi. Any insurance required to be carried under this Contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
vii. The State shall not be responsible for any premiums, deductibles, self-insured retention, or assessments on the Contractor's insurance policy.
viii. Any required endorsement(s) must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
ix. The policy retroactive date must be displayed on the certificate or insurance and must be before the date this Contract is executed or before the commencement of work.
x. Inadequate or lack of insurance does not negate the Contractor's obligations under the Contract.
xi. In the case of the Contractor's utilization of subcontractors to complete the contracted scope of work, the Contractor shall include all subcontractors as insureds under the Contractor's insurance policy or supply evidence of insurance to the State equal to policies, coverage, and limits required of the Contractor, as specified herein.
xii. All insurance required by this Contract shall allow to the State to pay and/or act as the Contractor's agent in satisfying any self-insured retention. The choice to pay and/or act as the Contractor's agent in satisfying any self-insured retention shall be at the sole discretion of the State.
xiii. All insurance coverage and limits available to the Contractor shall also be available and applicable to the State.

ii. Types of Insurance and Coverage Limits
    i. Commercial General Liability: The Contractor shall maintain commercial general liability insurance with limits of not less than $1,000,000 per occurrence for bodily injury and property damage liability combined with a $2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. The commercial general liability insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must name CPUC, the State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under this Contract.
    ii. Provisions of section 3700 of the California Labor Code require every employer to be insured against liability for workers' compensation or to undertake self-

insurance in accordance with such provisions before commencing performance of work under the Contract.

iii. The Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract, including special coverage extensions where applicable. Employer's liability limits of $1,000,000 are required. A waiver of subrogation or waiver of right to recover endorsement in favor of the State of California must be attached to the certificate of insurance.

iv. If your business is a sole proprietorship and does not employ any other individual(s), a signed statement on business letterhead stating, "I certify under penalty of perjury under the laws of the State of California that I do not employ any person in any manner as to become subject to the Workers' Compensation laws of California. I further certify that CPUC will be notified within thirty (30) days of any changes which results in the business becoming subject to the Workers' Compensation laws of the State of California." Contractor shall provide this letter to the State Contract Administrator prior to the commencement of any work under this Contract.

22. Service Level Agreements (SLAs)

1. Purpose

The purpose of these Services Level Agreements (SLA) is to:

- To clearly describe service level requirements.
- To identify the performance metrics used to ascertain compliance.
- To list performance reporting requirements.
- To enable ongoing assessment and management of Contract services.
- Identify the liquidated damages that may be applied if SLA is not met.

2. Description

This SLA is incorporated into the Contract. The SLA is designed to establish a clear understanding of service priorities, responsibilities, and liquidated damages with regard to the operation of the CAC Contact Center and Warehouse Distribution Center.

Service Level Agreements (SLAs) and performance metrics shall align with system ownership and operational control. For ERP-managed channels and systems, ERP Contractor responsibilities include platform availability and performance of ACD/IVR systems, queue configuration and routing logic, and

system-level uptime and infrastructure performance. For EPC-managed channels and services, Contractor responsibilities include agent responsiveness and service delivery performance, staffing levels and schedule adherence, and effective use of systems to meet applicable service level targets.

Average Speed of Answer (ASA) and related performance metrics shall be applied as follows:

- ASA for ERP-managed voice channels shall be measured based on ERP platform queue performance.
- DVC response time targets shall be measured separately as part of the DVC accessibility channel and shall reflect functional equivalence expectations.
- The Contractor shall not be held responsible for SLA failures attributable to ERP system performance, outages, or configuration outside of EPC control.

Performance metrics and associated liquidated damages shall be applied based on control of the underlying system or function. The Contractor shall not be held liable for service disruptions, system downtime, or performance failures attributable to ERP-managed systems or other external dependencies outside the Contractor’s control.

Certain performance metrics under this Contract may be measured through program-level systems that support multiple CAC program components. Use of such systems shall not expand the Contractor’s scope of responsibility beyond the services assigned under this Contract. Contractor accountability for any such metric shall be limited to results arising from Contractor-controlled activities. For survey-based or low-volume channels, rolling measurement periods or minimum response thresholds shall be used where necessary to ensure statistically reliable evaluation. Additional performance metrics, including abandonment rate, customer satisfaction (CSAT), and complaint resolution timelines, shall be measured using operationally appropriate thresholds and methodologies, with exclusions for conditions outside the Contractor’s control (e.g., system outages, customer delays, or third-party dependencies).

3. Terms and Management of SLA

The SLA shall remain in effect for the duration of the Contract unless otherwise changed by a formal Contract Amendment. To ensure that the SLA reflects the current environment and Program objectives, this Agreement may be reviewed and updated annually or more frequently, as needed.

All modifications to this agreement requiring amendment to the Contract must be agreed upon by the CPUC and are subject to California Department of Technology (CDT) approval.

4. Performance Review

The Contractor will initiate and schedule a SLA review meeting each month between itself and the CPUC, as well as the CPUC’s Primary Program and Contract Administrator (PPCA). It is anticipated that this meeting will be held virtually. Prior notification of the meeting date, time, and location must be provided to

the CPUC, and/or its designee(s), each month. The CPUC, and/or its designee(s), may attend any of the meetings. Required attendees will include a representative of the CPUC and/or the PPCA, and the Contractor's Program Director. Additional personnel from the CPUC, the Contractor, or other Vendor Partners may also attend these monthly meetings if determined necessary or appropriate by the CPUC. Upon completion of the monthly SLA meeting, the Contractor must provide a written summary report of the meeting, which shall include, but not be limited to, meeting minutes, all action items for follow-up, list of attendees, etc. The SLA Meeting Summary Report must be provided to the CPUC, or its designee(s), by 12:00 pm (Noon) PT on the 5th business day following the monthly SLA meeting.

5. Performance Reporting Requirements

The Contractor shall provide a Monthly Service Level Performance Scorecard to the CPUC, or its designee, by the 5th business day of the following month. The Scorecard will provide both monthly detail summary information, as well as year-to-date information. The Scorecard shall include all metrics and shall indicate whether or not Contract compliance has, in the Contractor’s analysis, been met. The Scorecard shall separately identify: (1) ERP-managed voice-channel queue metrics, including ASA if made available for reporting; (2) DVC accessibility-channel response and service metrics; and (3) EPC-controlled operational metrics. If according to this SLA any liquidated damages apply, the Contractor is required to submit an itemized total for the applicable month and an itemized cumulative total for the contract to date. Monthly assessments shall be deducted from that month’s invoice.

Failure to achieve the service level goals and objectives for those items that are not assessed monthly shall be reviewed by the CPUC during the applicable SLA review cycle and may result in corrective action as provided in this SECTION 22. Service Level Agreements (SLAs). Any invoice adjustments by the CPUC shall be applied in accordance with EXHIBIT C: BUDGET DETAIL AND PAYMENT PROVISIONS. Metrics and reporting for DVC, abandonment rate, customer satisfaction (CSAT), and complaint resolution shall use operationally appropriate thresholds and methodologies and shall exclude periods attributable to conditions outside the Contractor’s control, provided the basis for the exclusion is documented.

6. Escalation Structure

The Contractor shall include an annotated diagram in its Customer Problem Resolution Plan (See Deliverable 8) which will define escalation structure, thresholds for escalation, and roles and responsibilities.

Unless otherwise approved by CPUC, issues will be categorized into three levels of concern: Level One, Level Two, and Level Three, with three as the highest. The expected resolution time for an issue within each escalation level is listed below. Issues that remain unresolved after the threshold amount of time allotted in each level will be promoted up to the next level.

- Level One – 2 working days maximum

- Level Two – 5 working days maximum (addressed in daily communication)
- Level Three – 3 working days maximum (addressed in daily communication)

Upon contract execution, the Contractor’s Project Manager, the CPUC Contract Manager and the PPCA's designee(s) shall meet to create a detailed Escalation Requirements as part of its Customer Problem Resolution Plan, involving the Contractor’s management team and further identifying the escalation procedures and contact information.

7. Service Level Management

The CPUC or its designee shall review Service Level Performance compliance and the performance reporting data on a daily and monthly basis, depending upon the performance metric. The following guidelines shall be used to manage any service level issues that arise.

- As soon as an issue which affects service to customers is identified, the Contractor's Program Director will notify the CPUC or its designee by email. Likewise, the Contractor's Program Director will be notified by email as soon as an issue is identified by the CPUC or others. Depending upon the issue and area(s) of impact, notification by phone and text message may be required in addition to the initial emailed notification.
- If an issue doesn’t impact customers, but affects service level compliance, performance reporting, or Contact Center productivity, the Contractor's Program Director will notify the CPUC or its designee (as specified in the Risk and Issue Management Plan) by email within one (1) business day. Likewise, if such an issue is known to the CPUC or PPCA, it shall notify the Contractor's Program Director within one (1) business day. Depending upon the issue and area(s) of impact, notification by phone and text message may be required in addition to the initial emailed notification.
- The Contractor's Program Director email notification must state, if possible:
    - When the issue was discovered and describe the issue.
    - The areas/services that are impacted by the issue.
    - When the issue is expected to be resolved
    - Details the resolution plan, including any backup/overflow/damage control measures that can be taken to mitigate both the effects of the issue and any risks associated to the issue or its resolution.
    - Other information related to the issue or its resolution as appropriate.

- If complete notification is not possible within the response time expected, an email acknowledging the issue shall be sent first and then the full disclosure response will be sent as soon thereafter as is possible.
- Status updates shall be sent via email to all stakeholders. The frequency of these status updates will greatly depend upon the severity and the area(s)/service(s) impacted, with customer-impacting issues being of the highest priority and requiring frequent updates.

- If an issue is customer-impacting and cannot be satisfactorily resolved within two (2) hours, the escalation process defined in the Contractor's Customer Problem Resolution Plan will be followed. Other service issues may follow an as-appropriate effort and escalation process.
- All service issues shall be centrally tracked and managed within the CRM System. Access to the issue management portion of the CRM System shall be restricted by Class of Service.

8. System Availability

System availability performance metrics will be used to measure the performance of each respective system. System availability requirements and service issue response targets with respect to criticality are as follows:

- System availability for Contractor-controlled desktop and operational environment access shall be 99.8% uptime, measured monthly during scheduled operating hours. This metric applies to the Contractor's managed network, workstation environment, and ability for staff to access required systems.
- Availability calculations shall exclude approved maintenance windows and downtime attributable to ERP-managed systems or external dependencies outside the Contractor's control.
- Availability requirements under this Contract apply only to systems and infrastructure managed by the Contractor. The Contractor is not responsible for availability of ERP-managed ACD/IVR, telephony, CRM, or other ERP platform components.

- A 24/7 service desk shall be available for service reporting and status updates. All reported service issues shall be assigned a service tracking number.
- Service issues are defined as having the following degrees of response (criticality):
    - **Critical** – A customer-impacting system down or a major portion of the service [to be defined] is affected. This requires a four-hour response, and the issue is worked on until resolved.
    - **Major** – This may be service-affecting, but general operations of the affected system can still continue in a degraded mode. This requires a four-hour response time, and the issue is worked on during normal business hours.
    - **Minor** - Individual component failure that does not affect service. This requires an eight-hour response, and the issue is worked on during normal business hours, not including weekends or State holidays.
    - **MACs** (moves, adds and changes) – This requires a 48-hour response or as scheduled.

- The CPUC or its designee has the discretion to define or upgrade the criticality of any service or system failure based on business requirements.

9. Performance Metrics and Objectives

9.1 General Systems Performance Metrics and Objectives

If the Contractor's proposed configuration removes the need for any of the following elements, metrics, or objectives, it may explain how and the CPUC (in its sole discretion) may waive any of the below.

Business Element	Performance Metric	Objective
This element tracks the reliability of all systems described in Section 8, System Availability above. Objective reflects the combined downtime of all desktop elements.	Desktop System availability	< 0.2% downtime per month

9.2 Contact Center Performance Objectives

Assessing the service level of each Listed Directory Number (LDN) separately (by language and call type) is important. Accordingly, the following Performance Metrics and Objectives have been defined to measure Customer Service Performance and shall be measured for each of the LDNs. All LDNs have the same Objective for each respective Performance Metric, except where noted.

Performance Metrics	Objective
Daily Average Time in Queue The average time a call is on hold in the system while waiting to be answered by the next available CSR.	30 seconds or less for all calls on a daily basis. (This objective applies to English-language LDNs only.)
Average Abandonment Rate The percentage of inbound calls per LDN that are disconnected by the customer before reaching a CSR. Calls abandoned within the first five (5) seconds shall be excluded.	4% or less per LDN, measured monthly. (This objective applies to English-language LDNs only.)
Daily Emergency Shipping Request Processing Accuracy	100% of emergency shipping requests submitted before 2:00 PM are reviewed and processed for same-day shipment.

Customer Satisfaction (CSAT) Rating	Greater than or equal to 95% for Contractor-provided services based on direct customer surveys.
Quality Assurance Contact Monitoring for Both Inbound and Outbound Contacts	Each month, the Contractor shall monitor at least 3% of the number of calls received in the previous month for each LDN or contact mode. Greater than or equal to 3% of the previous month's total of all incoming and outgoing calls, TTY, emails, chat sessions, and faxes for each type and language shall be monitored each month. Inbound calls are calculated as being greater than 30 seconds. Outbound calls are calculated as calls which achieve a "line Connected" status greater than 20 seconds.
Contact Calibration Meetings	Contractor shall schedule, document and manage routine contact calibration meetings with CPUC or its designee. Unless authorized by the CPUC to occur more or less often, calibration meetings shall be held weekly during the first six (6) months that the Contractor is engaged in customer contacts, and monthly thereafter. CPUC, or its designee, may ask to do client side-by- side monitoring during scheduled calibration meetings.
Quality of Inbound and Outbound Contacts Monitored Monthly per Type	80% of contact monitoring surveys scored greater than the baseline (target) survey score.

9.3 Reporting Performance Objectives

Performance Metrics	Objective
Report and Source Documentation Accuracy	100% accuracy on all reports listed in the reporting section of this document and supporting source documentation.

9.4 Program Development Performance Objectives

Performance Metrics	Objective
Equipment Exchange Rate The number of pieces of equipment exchanged for the same equipment or for another piece of equipment. The total excludes unknown parts (personal items, unknown phones, etc.) returned by customers and also excludes “return only orders” due to customers leaving the Program, etc.	Contribute to the Program’s goal of decreasing the rate of unwanted equipment exchanges.

9.5 Warehouse – Order Fulfillment Objectives

Performance Metrics	Objective
Daily Order Fulfillment	98% of all original daily orders (Equipment Orders and Call Tag Orders) shipped within 24 hours of receipt at DC, measured daily. Saturday orders are processed on the following business day. NOTE: The PPCA is responsible for providing the Contractor’s Distribution Center a 30-day notice when an increase of 20% or more above the average number of daily orders processed is expected.
Emergency Shipping Requests	100% of all emergency orders shipped. All requests received before 2:00 PM must be shipped on the same business day. Any requests sent after 2:00 PM or on a

	holiday or on a weekend day will be shipped the next business day.

9.6 Warehouse – Inventory Control Objectives

Performance Metrics	Objective
Physical Inventory Counts	< 0.5% daily inventory variance, measured daily after comparing the Stock Status and Physical Counts. NOTE: Shortages and losses after receipt of goods will be charged back to the Contractor at cost (including tax and shipping fees per PO). Inventory overages will be considered as a credit in the reconciliation process, which is dependent on the cost of the equipment. the Contractor is responsible for reporting any physical variances daily to the PPCA prior to making any adjustments to the inventory counts in the Warehouse Management System (WMS).
New/Required Equipment Receipts	98% of all inventory units received daily/weekly/monthly must be entered in the Warehouse Management System by close of the next business day of receipt of equipment, unless delivery is later than 11AM, in which case one additional business day is permitted.

9.7 Warehouse – Return Quality Control and RMA Testing Objectives

Performance Metrics	Objective
Equipment Returns / Call Tag Failure and Updates to the Management CRM System	98% of all return orders received daily and updated in WMS by the close of the next business day or Call Tag Disposition.

10. Performance Reporting Elements Description

10.1 Business Systems and Data Quality Reporting Elements Description

Reporting Element	Suggested Data Source
Downtime — Communications Systems	Contractor’s Contact Center and Warehouse Systems Failure Logs

10.2 Contact Center Reporting Elements Description

The following reporting elements **shall** be reported per Listed Directory Number (LDN).

Reporting Element	Suggested Data Source
Total Number of Inbound Calls Received Daily	CMS
Total Number of Inbound Calls Handled Daily	CMS
Total Number of After-Hours Inbound Calls Daily	CMS
Daily Average Inbound Calls by Call Duration	CMS
Actual Total Inbound Minutes Daily	CMS
Total Customer Inbound Calls (Processed by Type)	CMS
Daily Average Time in Queue(Until CSR Answers)	CMS
Number of Calls That Exceed Queue Time Performance Objective	CMS
Number of Abandoned Calls Daily	CMS
Daily Average Abandon Length	CMS
Daily Average Abandonment Rate	(Number of Abandoned Calls)/ (Total Calls Handled) x (100)
Daily Emergency Shipping Request Processing Accuracy	WMS
Number of Inbound and Outbound Contacts Monitored Monthly	Contact Monitoring Surveys and the Contact Monitoring Summary Report
Average Contact Monitoring Survey Score	Contact Monitoring Surveys and the Contact Monitoring Summary Report

The following cumulative total reports **shall not** be reported by each LDN:

Reporting Element	Suggested Data Source
Total Number of Outbound Contacts Made Daily (Group by Customer Care and CSRs)	CMS
Total Number of Contacts Made Daily	Manual Tracking
Actual Total Outbound Minutes Daily	CMS
Actual Total Outbound Minutes Daily	CMS
Total Number of Customer Orders Received by EPC Warehouse Distribution Center	WMS
Total Number of Customer Orders Shipped	WMS
Total Number of Emergency Orders Shipped	WMS
Physical Count Summary by Part Number NOTE: This reporting element requires the initial creation and maintenance of inventory status categories (e.g., RMA In-Warranty, RMA Out-of-Warranty, Telephone Pioneers, Scrap, Like New) within the Contractor's Warehouse Management System (WMS) and/or within the CPUC-designated enterprise platform reporting structure, as applicable. Any data exchange to the CPUC-designated enterprise platform shall be performed using ERP-provisioned interfaces and/or CPUC-approved scheduled data updates; the Contractor shall not be required under this Contract to design, build, or modify enterprise system integrations.	WMS
Delivery Failure/Yellow Tag Report	WMS
Call Tag Reason Code Update Report	WMS
Equipment Returns / Call Tag Failure Report	WMS

11. Performance Reporting Frequency

Note: The EOM (End of Month) reports shall be provided to the CPUC, or its designee, due by the 5th business day by 12:00 pm (Noon) PT of the following month. Daily report elements and data shall be available the next business day.

11.1 Warehouse

Reporting Element	**Reporting Frequency**
Total Number of Customer Orders Received by EPC Warehouse Distribution Center by Day	Monthly - EOM
Total Number of Customer Orders Shipped by Day	Monthly - EOM
Physical Count Summary by Part Number by Day NOTE: This reporting element requires the initial creation and maintenance of inventory status categories (e.g., RMA In-Warranty, RMA Out-of-Warranty, Telephone Pioneers, Scrap, Like New) within the Contractor's Warehouse Management System (WMS) and/or within the CPUC-designated enterprise platform reporting structure, as applicable. Any data exchange to the CPUC-designated enterprise platform shall be performed using ERP-provisioned interfaces and/or CPUC-approved scheduled data updates; the Contractor shall not be required under this Contract to design, build, or modify enterprise system integrations.	Monthly - EOM
Delivery Failure / Yellow Tag Report by Day	Monthly - EOM
Call Tag Reason Code Update Report by Day	Monthly – EOM

12. Service Level Assessments

Several areas of the Contractor's Scope of Work that are eligible for regular monthly review and possible financial assessments are identified in this section. For purposes of SECTION 23. Liquidated Damages, the monthly financial assessments identified in the tables below (including the stated rates/amounts) constitute the Contract's liquidated damages amounts for failure to meet the applicable SLAs. These liquidated damages amounts are intended to be a reasonable estimate of damages and are not

disciplinary. The Contractor shall self-report each SLA infraction event and the resulting calculated liquidated damages amounts monthly, delivered with its regular invoice and discussed during the Monthly Service Review Meetings.

12.1 Customer Care Performance Evaluation

The Contractor's performance in delivering customer care and equipment processing services shall be evaluated based on the following metrics, objectives, and penalties:

Performance Metrics	**Objective**	**Liquidated Damages Rate**
Average Response Time (ART)	Maintain an Average Response Time of 30 seconds or less for EPC-managed channels. ART is calculated as the total response time for all in-scope interactions divided by the total number of those interactions during the measurement period. ART applies only to channels operated by the Contractor under this Contract and excludes channels, systems, and platform functions that are outside the Contractor’s scope under this Contract. Option 8 disaster/emergency contacts are excluded from the ART metric unless expressly stated otherwise in this Contract.	$500 per measurement period in which ART exceeds 30 seconds.
First Call Resolution (FCR) Rate	Achieve a resolution rate of at least 85% on the first customer contact for Contractor-managed channels where interaction data can be reliably linked to the ERP-managed CRM/case record.	$750 per percentage point below 85%.

Customer Satisfaction (CSAT) Score	Maintain a CSAT score of 95% or higher based on post-interaction surveys. For low-volume channels, CSAT shall be evaluated using a rolling measurement period or minimum response threshold to ensure statistical reliability.	$1,000 per percentage point below 95%, applied only when the applicable response threshold is met.
Complaint Resolution Time	Resolve all escalated complaints within three (3) business days. The measurement period begins when the escalated complaint is documented and acknowledged in the CPUC-designated system of record and ends when the issue is resolved and recorded in that system. Periods attributable to customer unavailability, CPUC direction or approval needs, or third-party dependencies outside the Contractor's control are excluded, provided the Contractor documents the basis for the exclusion. The Contractor shall have appropriate visibility to complaint status and timing for monitoring and validation.	$1,000 per day of delay caused by the Contractor.

The CPUC will assess the Contractor's performance quarterly and provide feedback to ensure continuous improvement. Liquidated damages rates will be applied for non-compliance with the metrics outlined above.

12.2 Reporting Performance Evaluation

Performance Metrics	**Objective**	**Liquidated Damages Rate**

Report and Source Documentation Accuracy	100% accuracy on all reports listed in the reporting section o f this document and supporting source documentation.	$100.00 per report for inaccuracy.

12.3 Data Integrity Performance Evaluation

Performance Metrics	Objective	Liquidated Damages Rate
Data Integrity (Inventory Data Transmission)	The Contractor shall generate and transmit accurate warehouse inventory data from the Warehouse Management System (WMS) in accordance with CPUC-approved transmission schedules, file formats, and interface requirements. For this metric, an inventory unit is considered imported/updated when the data is successfully transmitted from the WMS and accepted by the CPUC-designated interface. The Contractor’s responsibility for this metric ends upon successful transmission and interface acceptance. Failures occurring after successful transmission and interface acceptance are outside the Contractor’s responsibility for this metric.	$35 per part number for warehouse-held inventory records not accurately transmitted in accordance with the required schedule, computed daily and assessed monthly.

12.4 Warehouse – Order Fulfillment

Performance Metrics	Objective	Liquidated Damages Rate

Daily Order Fulfillment	98% of all original daily orders (Equipment Orders and Call Tag [i.e., Return Orders Shipped] Orders) shipped within 24 hours of receipt at the warehouse, measured daily. Orders received on a holiday or weekend day shall be processed on the following business day.	$6.00 for each order under 98% not completed daily.
Daily Emergency Shipping Requests	100% of Emergency orders shipped. All requests received before 2:00 PM must be shipped on the same business day. Any requests sent after 2:00 PM or on a holiday or on a weekend day will be shipped the next business day.	$50.00 per order.
Incorrect Shipment / Equipment Fulfillment Accuracy	Ensure 100% accuracy in shipments attributable to the Contractor's fulfillment process. "Incorrect Shipment" means an error attributable to the Contractor's fulfillment process, including incorrect item selection, incorrect quantity, or incorrect labeling. Incorrect Shipment excludes errors resulting from customer-provided information, ERP system data, or carrier-related issues occurring after proper handoff of the shipment.	$500 per incorrect order transaction.

12.5 Warehouse – Inventory Control

Performance Metrics	Objective	Liquidated Damages Rate
Physical Inventory Counts	< 0.5% daily inventory variance, measured daily after comparing the Stock Status and Physical Counts. NOTE: Shortages and losses after receipt of goods will be charged back to the Contractor at cost (including tax and shipping fees per PO). Inventory overages will be considered as a credit in the reconciliation process, which is dependent on the cost of the equipment. The Contractor is responsible for reporting any physical variances daily to the PPCA prior to making any adjustments to the inventory counts in the Warehouse Management System.	$35 per part number per count variance. NOTE: Actual shortages and losses after receipt of goods will be charged back to the Contractor at cost (including tax and shipping fees per PO), plus a $35 flat administrative fee to cover the costs associated with the additional labor required to address the negative variance.

12.6 Warehouse – RMA Equipment Returned Quality Control and RMA Testing

Performance Metrics	Objective	Liquidated Damages Rate
Equipment Returns/Call Tag Failure and Updates	98% of all return orders received daily and updated in WMS by the close of the next business day of Call Tag Disposition unless delivery is later than 11:00AM, in which case another day is permitted.	$6.00 per return order (less than 98%) not processed/updated. Measured daily, assessed monthly.

13. **Definitions**

Abandon Time - The time it takes a caller to hang up before they are answered by an agent.

Automatic Call Distributor (ACD) - ACDs were originally developed as a call routing and personnel management feature of telephone systems. As used in this Contract, the ACD may also refer to a platform(s) designed to accept and present customer contacts to the Contractor's personnel to provide efficient and documented service.

Average Calls Abandoned - The ACD provides this measurement which is indicative of the average number of callers that hang-up before reaching a live agent.

Average Speed of Answer (ASA) - The average time a call waits in queue and rings at the agent's phone before being answered. (Answer time/ACD calls). ASA is an ERP-managed voice-channel queue metric and does not apply to Direct Video Calling (DVC) unless expressly stated elsewhere in this Contract.

Average Talk Time - The average length of time the caller is Connected to an agent. (ACD time/ACD calls).

Average Queue Time - The average length of time callers spend queued for an agent.

Average Response Time (ART) – The average time elapsed from when an interaction enters the Contractor's EPC-managed response queue or response point to when the interaction receives a live response from a Customer Service Representative (CSR) on that same EPC-managed channel. ART applies only to channels operated by the Contractor under this Contract and excludes channels, systems, and platform functions that are outside the Contractor's scope under this Contract. ART is calculated as the total response time for all in-scope interactions divided by the total number of those interactions during the measurement period.

Blocked Calls - A call that is unable to be presented to an answering point because of an insufficient number of open circuits to complete the call. These callers normally receive a busy signal.

Call Duration (Talk Time) - The time the caller was Connected to an agent.

Call Management System (CMS) - Generally, an adjunct or optional component of an ACD system that provides more customizable control, management and/or reporting of the ACD's functionality.

Complaint Resolution Time (CRT) – The elapsed business time between documented and acknowledged escalation of a complaint in the CPUC-designated system of record and documented resolution of that complaint in that system, excluding periods attributable to customer unavailability, CPUC direction or approval needs, or third-party dependencies outside the Contractor's control, provided the Contractor documents the basis for the exclusion.

Customer Service Representative (CSR) – The person who answers the calls coming into the Contact Center.

Data Integrity (Inventory) – The accuracy and completeness of inventory data transmitted from the Warehouse Management System (WMS) to the ERP system. The Contractor is responsible for the accuracy and timely transmission of data from the WMS. The ERP Contractor is responsible for data ingestion, processing, and system-level validation after receipt.

Direct Video Calling (DVC) Response Time – The average time elapsed from when a DVC interaction becomes available to be answered on the Contractor's DVC accessibility channel to when it receives a live response from an appropriately qualified Customer Service Representative (CSR) or other CPUC-approved responder, measured in accordance with CPUC-approved methodology. DVC response time shall be tracked and reported separately from ASA and shall reflect DVC functional equivalence requirements.

External Metrics - These are usually characterized as "soft" numbers as they are the collected attitudes, opinions, and emotions of customers or other interested parties. The data may be collected by survey, focus group or interview methods.

First Call Resolution (FCR) – The percentage of customer interactions in which the customer's issue is resolved during the initial contact without the need for follow-up or additional interaction, as recorded in the CRM system. FCR measurement requires linkage between the interaction and the corresponding case record in the CRM.

Incorrect Shipment – A shipment error attributable to the Contractor's fulfillment process, including incorrect item selection, incorrect quantity, or incorrect labeling. This definition excludes errors resulting from customer-provided information, ERP system data, or carrier-related issues occurring after proper handoff of the shipment.

Internal Metrics - These are generated by computers internal to Contact Center Technology (PBS, ACD, or VRU) or through departments such as Accounting, Finance, or Human Resources. Internal metrics are commonly perceived as "hard" numbers. Examples include average handle time, queue time, and abandon rate.

Listed Directory Number (LDN) – The published number or other service telephone number that is directed to a telephone system. Generally, different LDNs are used for each dialable telephone number that requires a unique answer phrase, routing or other call processing and answering treatment.

Methods & Procedures Documentation (M&P) –Contractor-created documentation on the methods and procedures it will follow to provide the required services. The M&P, which is to be developed collaboratively by the Contractor working with the PPCA and approved by the CPUC, will act as a detailed

process guideline to the Contractor’s management and staff to fulfill its contracted services.

Number of Inbound Calls Offered (NCO) – The number of calls which came into the Contact Center. (NCO = NCH + the number of blocked calls + the number of calls abandoned + the number of after-hours calls)

Number of Inbound Calls Handled (NCH) – The number of calls that were handled by an agent.

Percentage of Abandoned Calls - The percent of queued calls that were abandoned before being answered by an Agent. (100*(abandoned calls/calls offered))

Percentage of Calls Placed in Queue - Percent of calls waiting in queue for an agent. (Number of calls in queue).

Queue Time - This is the average number of seconds that a caller spends waiting for a CSR to answer the telephone after being placed in the queue by the ACD.

Talk Time (Call Duration) - An internal metric for the total number of seconds the caller was Connected to a CSR.

Total Calls Offered - The total incoming calls for service. (calls handled + calls abandon + calls after hours).

23. Liquidated Damages

Liquidated damages under this Contract are intended to represent a reasonable estimate of impact and are not punitive. CPUC may apply aggregation methods, thresholds, or caps stated in this Contract to ensure proportionality between performance deviations and financial impact. Total liquidated damages shall be applied in a manner that reflects the Contractor’s scope of control and the operational context of service delivery.

Liquidated Damages are intended to encourage timely completion of critical project milestones and the provision of reliable and responsive services from the Contractor. The purpose of this Liquidated Damages provision is to ensure adherence to the requirements of the Agreement and to set an amount in advance of contractual non-compliance to compensate CPUC for damages that are impractical or extremely difficult to estimate, but which would be sustained by the CPUC in the event the Contractor fails to perform services as agreed. The Liquidated Damages are intended to be a reasonable estimate of the damages and costs the CPUC would sustain as a result of non-compliance with the terms of the Agreement. These amounts are not punitive.

CPUC and Contractor, therefore, agree that in the event the Contractor fails to perform certain agreed upon services in a timely manner as specified in SECTION 22. Service Level Agreements (SLAs), CPUC may assess the Contractor for such amounts as Liquidated Damages, and not as a penalty.

The liquidated damages that may be assessed by the State as a result of the Contractor's delay or failure to perform its obligations in accordance with the terms of this Agreement are as described in the SLAs. Contractors shall pay Liquidated Damages as set forth in the Agreement.

The State shall calculate Liquidated Damages owed to the State on a monthly basis. The State may deduct Liquidated Damages from Contractor’s fees as earned or may assess such Liquidated Damage fees via a separate invoice at any time during the Agreement or within thirty (30) days after the Agreement ends.

The parties agree that any delay or failure by Contractor to timely perform its obligations under this Agreement will interfere with the proper and timely implementation of the solution, to the loss and damage to the State. The State will incur costs to maintain the functions that would have otherwise been performed by the Contractor. Delays caused by the state will not result in damages charged to the Contractor.

In addition, for reasons not covered by SECTION 22. Service Level Agreements (SLAs), CPUC may deduct Liquidated Damages from Contractor’s invoices or may assess such Liquidated Damages via a separate invoice at any time during the Agreement or within thirty (30) days after the Agreement ends. The State will notify the Contractor Representative SECTION 7. Contract Representatives in writing of any claim for Liquidated Damages pursuant to this section on or before the date the State deducts such sums from money payable to the Contractor. If the CPUC imposes Liquidated Damages, upon notification by CPUC, the Contractor shall show the Liquidated Damages as a subtracted item from its invoice(s) to CPUC.

Imposition of Liquidated Damages does not constitute a waiver of the State’s right to issue a Stop Work Order in accordance with the EXHIBIT E: GENERAL PROVISIONS - TELECOMMUNICATIONS (REVISED 06/06/2025), Section 18, Stop Work or terminate the agreement pursuant to the EXHIBIT E: GENERAL PROVISIONS - TELECOMMUNICATIONS (REVISED 06/06/2025), Section 16.3, Termination For Default. In the event of such a termination, the State shall be entitled, at its discretion, to recover actual damages caused by the Contractor’s failure to perform its obligations under this Agreement.

The Assessment of liquidated damages is subject to the dispute resolution process in accordance with the EXHIBIT E: GENERAL PROVISIONS - TELECOMMUNICATIONS (REVISED 06/06/2025), *Section 17.2*, Dispute Resolution.

23.1. Liquidated Damages Cap

Liquidated damages are intended to represent a reasonable estimate of the State's anticipated damages resulting from service level failures and shall not be punitive in nature. Liquidated damages shall be applied only to performance failures within the Contractor's control and within the scope of Contractor-managed services. Monthly liquidated damages shall not exceed ten percent (10%) of the monthly invoice amount. Total liquidated damages shall not exceed ten percent (10%) of the total contract value. Liquidated damages shall not be applied to ERP-managed systems, third-party dependencies, or events outside the Contractor's operational control.

23.2. Payment of Liquidated Damages

CPUC may impose Liquidated Damages as provided in SECTION 22. Service Level Agreements (SLAs), and may withhold such damages from any payment due to the Contractor.

23.3. Calculation of Liquidated Damages

The calculations for Liquidated Damages are defined in SECTION 22. Service Level Agreements (SLAs). CPUC may aggregate multiple service level failures; however, application shall reflect proportionality to actual service impact.

24. Unanticipated Tasks

This Contract shall include Unanticipated Tasks (if determined as necessary by the CPUC), the cost of which shall not exceed $400,000.00 and shall be in the amount set for Unanticipated Tasks (UTs) in EXHIBIT D: COST WORKBOOK. Unanticipated Tasks shall include only services, including work products, not specifically set forth in this Contract, but which are subsequently identified as in-scope and necessary for the successful delivery of the services described in this Contract.

Each Unanticipated Task shall be:

A. Authorized on a discrete, task-specific basis;
B. Defined through an approved ATTACHMENT 18: DELIVERABLE EXPECTATION DOCUMENT, including, at minimum, the scope, deliverables/work products, acceptance criteria, estimated labor hours by labor classification, estimated non-labor costs if any, and schedule/timeframe;
C. Subject to periodic review by CPUC through the applicable DED/DAD process and required Unanticipated Tasks reporting; and
D. Subject to CPUC's written direction to modify, suspend, or terminate work under the approved Unanticipated Task. If CPUC direction would change Contract scope, funding, term, or any other Contract term, the change shall be processed through a formal Contract amendment or other written contract process required by the Contract.

Prior to commencement of any work being performed for Unanticipated Tasks, the Contractor shall have received an approved DED for such work.

The labor rates for Unanticipated Tasks shall not exceed the hourly rates as stated in EXHIBIT D: COST WORKBOOK. DEDs for Unanticipated Tasks shall include the Contractor's estimated number of hours per labor classification required to complete the work, multiplied by the hourly labor rates specified in EXHIBIT D: COST WORKBOOK.

If CPUC authorizes printing/production and stock replenishment of program collateral materials (e.g., informational brochures, application forms, product sheets, customer letters/forms, and logo envelopes) as an Unanticipated Task, CPUC will provide "print-ready" versions of items to be printed, and the Contractor shall maintain stock levels and notify CPUC with adequate lead time when reorders are necessary, as specified in the approved DED. The State will release payment for any DED upon State approval of the acceptance criteria specified in the approved DED in accordance with EXHIBIT C: BUDGET DETAIL AND PAYMENT PROVISIONS. Such Unanticipated Tasks are limited to CPUC-directed or case-specific printing needs and do not make the Contractor responsible for ongoing program collateral development or primary printing.

It is understood and agreed by both parties to this Contract that all the terms and conditions of this Contract shall remain in force with the inclusion of any such DED. Such DED shall in no way constitute a Contract other than as provided pursuant to this Contract nor in any way amend or supersede any of the other provisions of this Contract.

The CAC operates in a multifaceted environment. In addition to remaining responsive to consumer needs, it must also respond to legislative changes, administrative judicial rulings, and other operational contingencies or exigencies. Consequently, it may be necessary to amend this Contract to expand its scope of work and provide additional funds to accommodate needs not foreseen or not sufficiently defined at the time of solicitation.

Contractor agrees to provide additional services hereinafter referred to as "Unanticipated Tasks" that may apply to any of the contracted services. These projects are related to this Contract, but not currently specified. They may include activities such as:

- Special initiatives requiring rapid execution.
- Program needs not explicitly outlined in the scope of work but critical for operational success.
- Outbound calls/contacts for retrieval of duplicate shipments
- Outbound calls/contacts to consolidate duplicate customer accounts
- Printing, folding, handling, postage and mailings related to the Program and/or its marketing efforts, provided that the Office of State Publishing (OSP) declines to take any tasks in its authority. (For additional information related to printing, see SECTION 11.1. Printing & Document Management Information.)

- Other CAC-related requirements not currently foreseen and/or defined.

Unanticipated Tasks do not transfer to the Contractor responsibility for ongoing program collateral development, primary printing, outreach/marketing campaign production, ERP platform management, or other services expressly excluded from this Contract. The CPUC has defined a Budget for Labor Costs and a Reimbursable Budget for Non-labor Costs in EXHIBIT D: COST WORKBOOK. Any authorized reimbursable non-labor costs shall be reimbursed only as expressly permitted by EXHIBIT C: BUDGET DETAIL AND PAYMENT PROVISIONS and the applicable approved DED. The Contractor agrees that Non-Labor costs, such as printing and postage, are to be reimbursed at the Contractor's actual expense. The Contractor shall be required to provide a written proposal for the costs (labor and non-labor) associated with any Unanticipated Task under consideration by CPUC. All Unanticipated Tasks require CPUC written pre-approval, required status reporting as directed by CPUC, and the Contractor's supporting documents for actual costs incurred.

The Unanticipated Tasks allowance is funded through the Unanticipated Tasks line item in EXHIBIT D: COST WORKBOOK and is available during the entire contract term, which shall not exceed $400,000.00. All Unanticipated Tasks require CPUC's prior written approval.

25. General Provisions – Telecommunications (Revised 06/06/2025)

The Contract awarded as a result of this solicitation shall automatically incorporate by reference the General Provisions - Telecommunications (Revised 06/06/2025), which can be found in EXHIBIT E: GENERAL PROVISIONS - TELECOMMUNICATIONS (REVISED 06/06/2025).

26. Contractor Deliverables Format

A. All deliverables shall be provided in a format compatible with the CPUC Project Office standard applications (currently, Microsoft Office 365). In all cases, the Contractor shall verify application compatibility with the CPUC Contract Manager prior to creation or delivery of any electronic documentation. Any deviations to these standards shall be approved by the CPUC Information Technology Services Division (ITSD) and Information Security Office (ISO).
B. Electronic versions shall be stored in a State-designated central repository and remain the sole property of the State. The Contractor shall ensure that delivery media shall be compatible with the State storage devices.
C. If the State does not accept the deliverable(s) or services in the executed Contract, payment for the deliverables or services shall be withheld by the State and the Contractor will be notified. The Contractor shall take timely and appropriate measures to correct or remediate the reason(s) for non-acceptance and demonstrate to the State that the Contractor has successfully completed the scheduled work for each deliverable or service before payment is made.

27. Deliverable Expectation Document

The Contractor shall complete a Deliverable Expectation Document (DED), as shown in ATTACHMENT 18: DELIVERABLE EXPECTATION DOCUMENT, for approval by the CPUC as the first step for every deliverable. For each deliverable, the parties will agree, in writing, on deliverable specifications and acceptance criteria, which the Contractor shall document on a DED.

The Contractor will not begin work on a deliverable until the CPUC and the Contractor have approved the DED. The DED will define the deliverable specifications and acceptance criteria. The deliverable will address all components required by the Contract and any areas agreed upon subsequently through meetings and planning sessions. CPUC expects all deliverables to be presented sequentially at deliverable project phases. The Contractor shall provide deliverables to the CPUC Contract Official by the due date specified on the approved Project Schedule unless the CPUC has granted written permission on the deliverable DED to deviate from the schedule. Deliverable documents will be comprehensive in their level of detail and quality, be professional in presentation, and consistent in style and quality. If a document is the composite work of multiple individuals within the Contractor's organization, the Contractor shall ensure consistency in the final document.

Completion of each deliverable listed above is subject to CPUC approval, as described in SECTION 16.2. Deliverable Rejection & Acceptance.

28. Deliverable Acceptance Document

It shall be the State's sole determination as to whether a project deliverable/task identified in this Contract (or in a supplemental DED) has been successfully completed and acceptable to the State. Acceptance criteria shall consist of the following process:

A. The Contractor and CPUC shall follow the approval process outlined in SECTION 29. Performance.
B. The Contractor will complete an ATTACHMENT 19: DELIVERABLE ACCEPTANCE DOCUMENT and email the completed DAD to the CPUC Contract Manager.
C. The CPUC Contract Manager will review and sign, and then the CPUC Contract Manager will email the signed DAD to the Contractor.
D. The Contractor will review and sign the DAD.
E. The Contractor must include the fully signed DAD with the invoice for payment.

29. Performance

The State will be the sole judge of the acceptability of all work performed and all work products produced by the Contractor as a result of this Contract. Should the work performed, or the products produced by the

Contractor fail to meet the State conditions, requirements, specifications, Deliverable Acceptance Criteria, guidelines, or other applicable standards identified in this Contract, the following resolution process will be employed, except as superseded by other binding processes:

A. The State will notify the Contractor in writing within five (5) State business days after receipt of the DAD with any acceptance problems by identifying the specific inadequacies and/or failures in the services performed and/or the products produced by the Contractor. The Contractor shall not bill costs related to rework of unacceptable work products to the State.
B. The Contractor will, within five (5) State business days after initial problem notification, respond to the State by submitting a detailed explanation describing precisely how the identified services and/or products adhere to and satisfy all applicable requirements, and/or a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services and/or products. Failure by the Contractor to respond to the State's initial problem notification within the required time limits may result in immediate termination of the Contract as determined by the State. In the event of such termination, the State shall pay all amounts due the Contractor for all work accepted prior to termination.
C. The State will, within five (5) State business days after receipt of the Contractor's detailed explanation and/or proposed corrective action plan, notify the Contractor in writing whether it accepts or rejects the explanation and/or plan. If the State rejects the explanation and/or plan, the Contractor will submit a revised corrective action plan within three (3) State business days of notification of rejection. Failure by the Contractor to respond to the State's notification of rejection by submitting a revised corrective action plan within the required time limits may result in immediate termination of the Contract as determined by the State. In the event of such termination, the State shall pay all amounts due the Contractor for all work accepted prior to termination.
D. The State will, within three (3) State business days of receipt of the revised corrective action plan, notify the Contractor in writing whether it accepts or rejects the revised corrective action plan proposed by the Contractor. Rejection of the revised corrective action plan may result in immediate termination of the Contract as determined by the State. In the event of such termination, the State shall pay all amounts due the Contractor for all work accepted prior to termination.

30. Other Contract Considerations

A. The State reserves the right to approve all subcontractors prior to the performance of any work by the subcontractor.
B. Nothing contained in this Contract shall create any contractual relationship between the State and any subcontractors and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor is fully responsible for the contractual obligations agreed to

with the State.

C. The Contractor is 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.
D. If a subcontractor is a California Certified Small Business and/or DVBE, those amounts paid to certified subcontractors shall be identified on the Contractor's invoices.
E. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.
F. Pursuant to Military and Veterans Code (MVC), Section 999.5(d), upon completion of an awarded contract for which a commitment to achieve a disabled veteran business enterprise (DVBE) goal was made, the state department must require the Prime Contractor that entered into a contract with one or more DVBE subcontractors to certify on the Prime Contractor's Certification - DVBE Subcontracting Report (STD 817) form the actual percentage and amount of DVBE participation that was achieved and that all payments under the contract have been made to DVBE subcontractors.
    i. Pursuant to MVC, Section 999.7, state departments are required to withhold $10,000 from the final payment or the full payment if less than $10,000 until the Prime Contractor complies with the certification requirements of MVC, Section 999.5(d). The withholding applies to all contracts regardless of acquisition type and method when a Prime Contractor commits to subcontracting with a DVBE subcontractor.
    ii. Notwithstanding any other law, state departments shall not withhold more than the required withhold amount on the final payment of any DVBE contract for the purposes of ensuring compliance with the certification requirements of MVC, Section 999.5. Military and Veteran Code (MVC) 999.5(d), Government Code (GC) 14841, and California Code of Regulations (CCR) 1896.78(e) requires all Prime Contractor’s that had a DVBE firm perform any element of work for a Contract to report DVBE information.

G. This Contract may be terminated without cause by the CPUC upon thirty (30) days written notice to the other party. In the event of such termination, the State shall pay all amounts due the Contractor for all tasks/deliverables accepted prior to termination.

31. GenAI Disclosure Obligations

Refer to Section 22 in the EXHIBIT E: GENERAL PROVISIONS - TELECOMMUNICATIONS (REVISED 06/06/2025) for the GenAI Disclosure Obligations and Section 1 for GenAI definitions.

32. Operation Reports

The following table outlines the various operational reports currently identified for the CAC program under this Contract. It specifies who is responsible for Creating, Reviewing, Updating, and Archiving (CRUA) the report information:

- **Report Title**: The title matches the specific report being generated or received.
- **Report Description**: Provides an informational summary of the report's purpose and contents.
- **Frequency**: Indicates how often the report is generated (e.g., daily, weekly, monthly).
- **CRUA Responsibilities**: Specifies responsibilities across the following roles:
    - **PPCA** (Primary Program Contract Administrator)
    - Field Operations Service
    - Marketing and Outreach Service
    - Training and Testing of Equipment/Software Service
    - Customer Support and Equipment Processing Center
    - **CRS** (California Relay Service)

Table 31-1: Reports

Contact Center Reports						
Report Title	Report Description	Frequency	Created By	Reviewed By	Updated By	Archived By
Inbound Call Log Report	Tracks daily inbound call volume, time in queue, and abandonment rates.	Daily, Weekly, Monthly	Contractor	CPUC and/ or its designee(s)	Contractor	PPCA
Outbound Call Summary Report	Details outbound call activity and performance metrics.	Monthly	Contractor	CPUC and/ or its designee(s)	Contractor	PPCA
Warehouse Operations Reports						
Report Title	Report Description	Frequency	Created By	Reviewed By	Updated By	Archived By
Inventory Management Report	Daily updates on stock levels, including	Daily, Weekly, Monthly	Contractor	CPUC and/ or its designee(s)	Contractor	PPCA

	received, processed, and shipped items.					
Returned Equipment Report	Tracks returned equipment status, including testing and refurbishing outcomes.	Weekly, Monthly	Contractor	CPUC and/ or its designee(s)	Contractor	PPCA
Unanticipated Tasks Reports (Mandatory-Optional (MO))						
Report Title	Report Description	Frequency	Created By	Reviewed By	Updated By	Archived By
Monthly Unanticipated Tasks Summary Report	Summary of activities performed under the Unanticipated Tasks allowance.	Monthly	Contractor	CPUC and/ or its designee(s)	Contractor	PPCA

EXHIBIT B: DELIVERABLES AND MILESTONES TABLE

Bidder must indicate agreement (in column "Bidder Agrees to Meet the Task (Y/N)) to each of the tasks listed in the table below (all are "M" unless otherwise marked as "MO") as described in SECTION 16. Contractor Deliverables. Bidder must include ATTACHMENT 16: NARRATIVE RESPONSE in their proposal for all Task IDs marked with "Yes" in the column "Bidder is Required to Provide Narrative Response." Bidders shall address Task IDs requiring narrative response in the applicable grouped Narrative Section and within the applicable page limit identified in ATTACHMENT 16: NARRATIVE RESPONSE. A “Yes” does not require a separate narrative for each individual Task ID. The Bidder’s total combined narrative response in ATTACHMENT 16: NARRATIVE RESPONSE shall not exceed one hundred thirty-five (135) pages. Additional narrative response requirements can be found in ATTACHMENT 16: NARRATIVE RESPONSE.

Bidder must also agree to perform each deliverable marked as mandatory optional (MO) if the CPUC exercises the applicable option and provides written direction to proceed. Deliverables 10 and 11 and their applicable task IDs are MO, and they apply only if/when the CPUC exercises the option described in the Contract via an Amendment.

Deliverable 1: Project Management Requirements:

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/N)	Bidder is Required to Provide Narrative Response / Narrative Section
1.1	Conduct a Project Kickoff Meeting within fifteen (15) State business days of contract execution.		No
1.2	Submit a Kickoff Report summarizing the Project Kickoff Meeting and updates to project plans within five (5) State business days.		No
1.3	The Contractor shall be responsible for all required Project Management functions, including the planning, scheduling, administering, controlling, tracking, and reporting of all Project activities during the term of the Contract in coordination with the Program Director.		Yes / Narrative Section 1
1.4	Ensure all project management functions comply with CPUC-approved plans and timelines.		No

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/N)	Bidder is Required to Provide Narrative Response / Narrative Section
1.5	The Contractor shall develop and submit the initial Project Management Plan (PMP) and Rollout Schedule within thirty (30) State business days after contract execution. The Contractor shall update and maintain the PMP and Rollout Schedule throughout the contract term, including upon CPUC request and whenever CPUC-approved changes occur (e.g., scheduling, staffing, etc.).		Yes / Narrative Section 1
1.6	The Contractor shall develop and maintain the PMP that includes all necessary tasks and dependencies, and shall review with CPUC to ensure completeness and accuracy.		Yes / Narrative Section 1
1.7	The Contractor shall update and maintain the PMP to include descriptions of the Contractor's processes and activities for executing, monitoring, controlling, project plan maintenance, and Transition-Out/ Contract Closeout Services (if applicable).		No
1.8	The Contractor shall develop and maintain the PMP which must include descriptions of the methods, tools, techniques, and assumptions used to estimate the Contract costs and associated confidence levels for planned activities as well as changes to scope.		No
1.9	The Contractor shall develop and maintain the PMP, with input from the CPUC, TADDAC, and as appropriate, other Stakeholders. The Contractor shall include a plan for business processes and migration at transition (if applicable), Contract termination, or at the end of the Contract.		Yes / Narrative Section 1
1.10	The Contractor shall develop and maintain the PMP to include a plan that ensures the successful Closeout of the Contract by the Contractor, including all hardware, software, data, services, staffing, deliverables, and archived project materials.		Yes / Narrative Section 6
1.11	The Contractor shall develop and maintain the PMP to include tasks for the preparation of a Contract Closeout Final Report, submitted as part of Contract closeout/Transition-Out activities or within a CPUC-approved closeout schedule. The Final Report shall include but not be limited to lessons learned and analysis of objectives achieved.		Yes / Narrative Section 6

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/N)	Bidder is Required to Provide Narrative Response / Narrative Section
1.12	The Contractor shall develop and maintain the PMP to include activities for conducting debriefings with the CPUC in the event of Contract termination or Contract expiration.		No
1.13	The Contractor shall manage and execute the Project following the CPUC-approved Project Management Plan (PMP).		No

Deliverable 1 Cont.: General Roles & Responsibilities:

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/N)	Bidder is Required to Provide Narrative Response / Narrative Section
1.14	The Contractor shall designate a primary contact person to whom all Project communications may be addressed and who has the authority to act on all aspects of the services.		No
1.15	A DED is required for each task. The Contractor shall coordinate with the CPUC Contract Manager to prepare the DED, and work shall not commence until the DED is approved.		No
1.16	All work products and deliverables shall be stored on the CPUC document repository (e.g., Content Server, SharePoint, code repositories) in a format compatible with CPUC standards, and the most current version shall be available for CPUC review.		Yes / Narrative Section 1
1.17	Prior to expiration of the Contract, the Contractor shall return all State property, including security badges, to the CPUC Contract Manager.		Yes / Narrative Section 6

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/N)	Bidder is Required to Provide Narrative Response / Narrative Section
1.18	Contractor remote work is acceptable. CPUC equipment will not be provided; remote access will be via CPUC Virtual Desktop Infrastructure (VDI); and CPUC may review remote work effectiveness if delivery becomes an issue.		No
1.19	If the Contractor stores State data in a Contractor-hosted environment, the Contractor shall ensure the physical location of the data center where the data is stored is within the continental United States; remote access to data from outside the continental U.S. is prohibited unless approved in advance by the State Chief Information Security Officer.		Yes / Narrative Section 4
1.20	The Contractor shall work under the direction of the CPUC Contract Manager, or their designated assignee, and shall be accountable for performing work authorized under this Contract in accordance with scope, schedule, budget, and quality standards.		No
1.21	The Contractor shall collaborate with the CPUC throughout the contract term to ensure alignment with program goals, timely issue resolution, and smooth coordination of all operational activities.		Yes / Narrative Section 1

Deliverable 1 Cont. - Disaster Recovery Plan:

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/N)	Bidder is Required to Provide Narrative Response / Narrative Section
1.22	The Contractor shall develop, maintain, and submit a Disaster Recovery Plan and procedures that fulfill the		Yes / Narrative

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/N)	Bidder is Required to Provide Narrative Response / Narrative Section
	requirements of SECTION 19. Disaster Recovery , including required notifications/reporting and annual testing/reporting, and requiring notification to the CPUC Contract Manager and Executive Director within twenty (20) minutes of a major outage requiring activation of the Disaster Recovery Plan.		Section 4

Deliverable 2: Schedule Management Requirements:

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/N)	Bidder is Required to Provide Narrative Response
2.1	The Contractor shall develop and submit a Schedule Management Plan, which contains all the following plans mentioned in this Deliverable 2 (Task ID's 2.1 - 2.8), no more than thirty (30) State business days after contract execution.		No
2.2	The Contractor shall develop and maintain the Schedule Management Plan which includes but is not limited to: 1. Scope 2. Roles and Responsibilities 3. Schedule Management and Control 4. Status Reporting		No
2.3	The Contractor shall develop and maintain a project work plan that is a direct representation of the entire work and scope as defined in the Statement of Work.		No
2.4	The Contractor shall produce and submit to the CPUC Contract Manager or designated assignee a Master Milestone Schedule Summary from the Master Work Plan before the end of the Transition-In period.		No
2.5	The Contractor shall develop project work plans that identify		No

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/N)	Bidder is Required to Provide Narrative Response
	deliverables, activities, and tasks, including expected durations and completion dates, which are expected to be completed by the Contractor and the CPUC to meet the Project Schedule and accomplish the Project milestones.		
2.6	The Contractor shall develop and maintain project work plans at a level of detail following the approved Schedule Management Plan, Schedule Development Process, that includes, but is not limited to, the following: • Summary tasks, tasks, and subtasks with clear and meaningful task names. • Tasks or subtasks for Contractor development of each Contract Deliverable. • Tasks or subtasks for CPUC review of each Contract Deliverable. • Tasks or subtasks for Contractor revision of each Contract Deliverable after CPUC review of each Contract Deliverable. • CPUC review of each Contract Deliverable after Contractor revision of each Contract Deliverable. • CPUC approval of each Contract Deliverable. • Predecessor and successor dependencies for tasks without subtasks. • Predecessor and successor dependencies for subtasks. • Resource assignments for tasks and subtasks. • Estimated hours and durations for tasks. • Estimated hours and durations for subtasks. • Key Project milestones including Transition milestones.		No
2.7	For the life of the Contract, the Contractor shall produce and submit to the CPUC Contract Manager or CPUC designated assignee, updated versions of the detailed Project Workplan monthly, or a mutually agreed upon frequency.		No

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/N)	Bidder is Required to Provide Narrative Response
2.8	For the life of the Contract, the Contractor shall produce and submit to the CPUC Contract Manager or CPUC designated assignee, updated versions of the Master Milestone Schedule Summary when Master Milestone Schedule milestones are completed or when project work plan baselines are added or changed.		No

Deliverable 3: Risk and Issue Management Requirements:

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/N)	Bidder is Required to Provide Narrative Response / Narrative Section
3.1	The Contractor shall develop, update, and maintain the Risk and Issue Management Plan no more than thirty (30) State business days after contract execution. Key areas covered in the plan shall include, but not be limited to: 1. Methodology (Approaches, tools, data sources). 2. Roles and Responsibilities. 3. Budgeting. 4. Timing (Frequency of risk management activities). 5. Risk Categories. 6. Risk Probability/Impact. 7. Stakeholder Tolerance. 8. Risk Tracking/Reporting		No
3.2	In the Risk and Issue Management Plan, the Contractor shall describe their approach, frequency, and method for conducting formal risk assessments.		No

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/N)	Bidder is Required to Provide Narrative Response / Narrative Section
3.3	In the Risk and Issue Management Plan, the Contractor shall describe their approach to conducting mitigation and contingency planning.		No
3.4	In the Risk and Issue Management Plan, the Contractor shall describe how their mitigation and contingency plans are implemented and how triggering events are monitored.		No
3.5	In the Risk and Issue Management Plan, the Contractor shall describe the processes, procedures, and methods used by the Contractor to manage issues including but not limited to: 1. Issue Identification. 2. Issue Documentation. 3. Issue Communication. 4. Issue Escalation. 5. Roles and Responsibilities. 6. Issue Review and Resolution. 7. Issue Metrics Analysis.		No
3.6	In the Risk and Issue Management Plan, the Contractor shall include the definitions of issue severity levels and provide guidance about the process and procedures on severity level assignment and prioritization.		Yes / Narrative Section 1
3.7	The Contractor shall track, manage, escalate, and report on all project risks and issues in compliance with the escalation process defined within the Risk and Issue Management Plan.		Yes / Narrative Section 1

Deliverable 4: Communication Management Plan Requirements:

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/N)	Bidder is Required to Provide Narrative Response / Narrative Section
4.1	The Contractor shall update and maintain the Communication Management Plan no more than thirty (30) State business days after contract execution to include but not be limited to: 1. Identification of general communication roles and responsibilities for the Contractor, Vendor Partners, Advisory Committees and all other key stakeholders. 2. Identification of formal communication requirements, including the type of communication, frequency, audience, content, and media, including routine communications (e.g., status reports, release notes, and briefings). 3. A process for the development and maintenance of a Master Contact and Informational Database of all project stakeholders and contacts.		No
4.2	The Communication Management Plan shall identify the processes that will also maintain effective and transparent communication channels with the CPUC and stakeholders to include communications associated with, but not limited to: 1. Contractor services. 2. Project management. 3. Change management. 4. Collaboration activities with the Vendor Partners and Advisory Committees. 5. Collaboration activities with the Customers.		No
4.3	The Contractor will work collaboratively with the CPUC, other CAC Vendor Partners, and Advisory		Yes / Narrative Section 1

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/N)	Bidder is Required to Provide Narrative Response / Narrative Section
	Committees as required, to maintain a consistent message(s) among all CAC communication channels.		
4.4	The Contractor shall maintain and update the Project phone lists, and email distribution groups, including the global contact lists, for use by the CPUC.		No

Deliverable 4 Cont. - Monthly Project Status Report Requirements:

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/N)	Bidder is Required to Provide Narrative Response
4.5	The Contractor shall develop, update, and maintain a Monthly Dashboard (as part of Deliverable 4 - Monthly Project Status Report Requirements) by which the overall health of the CAC is reported. The Contractor will work with the Primary Program Contract Administrator's (PPCA's) Program Director to provide appropriate information in relation to the Contract, as agreed with the PPCA and CPUC. This Monthly Dashboard may include such items as: 1. Contract Activities. 2. Administrative Goals and Outcomes. 3. Staff Performance. 4. Performance Metrics (inclusive of quantification of successes/failures and recommendations for improvement). 5. Summary of Activities for Advisory Committees.		No

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/N)	Bidder is Required to Provide Narrative Response
	6. Operation Expenses against Budget Metrics. 7. Updates on Major Program Initiatives. 8. Progress on Workplan Milestones. 9. Risk Tracking/Reporting.		
4.6	The Contractor shall produce a monthly Budget/ Schedule Variance Summary that compares the actual performance of the Contractor to budgeted costs (per EXHIBIT D: COST WORKBOOK) and CPUC-approved milestone dates in the PMP/ Rollout Schedule and/or Master Work Plan.		No
4.7	The Contractor shall schedule and conduct quarterly meetings with the PPCA and CPUC to review Monthly Project Status Reports and provide program/project status updates (including progress, alignment, and challenges/risks). The Contractor's Program Director (and Transition Director(s) during Transition periods, if applicable) shall attend quarterly CA CONNECT and bi-annual Advisory Committee meetings, or at such frequency as determined by the CPUC. Attendance shall be in-person unless otherwise approved to be held using State-approved remote conferencing tools as determined by the CPUC Contract Manager or their designee. The Contractor shall provide a hard copy of the status report package (agenda and reports), if requested, and electronic status reports at least twenty-four (24) hours before the status meetings.		No
4.8	The Contractor shall provide the full compiled Monthly Project Status Report that describes the previous period's activities, accomplishments, and problems encountered – highlighting those that		No

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/N)	Bidder is Required to Provide Narrative Response
	may need to be addressed before proceeding to the next activities – the disposition of said problems, and whether deadlines were met. The Contractor will work with the PPCA Program Director to provide appropriate information in relation to the Contract, as agreed with the PPCA and CPUC. This report may include such items as: 1. Contract Activities. 2. Administrative Goals and Outcomes. 3. Staff Performance. 4. Performance Metrics (inclusive of quantification of successes/failures and recommendations for improvement). 5. Summary of Activities for Advisory Boards. 6. Operation Expenses against Budget Metrics. 7. Updates on Major Program Initiatives. 8. Progress on Workplan Milestones. 9. Risk Tracking/Reporting. 10. Problems/Issues encountered and Resolutions. 11. Recommendations concerning the improvement of program components.		
4.9	In addition to the development and submission of the Monthly Project Status Report(s) (Deliverable 4), the Contractor shall attend monthly project status meetings or other meetings upon the request of the CPUC Contract Manager or designated assignee. These meetings may be held remotely unless the CPUC requires in-person attendance. The Contractor shall not invoice separate line-item charges/expenses for their attendance of these meetings.		No

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/N)	Bidder is Required to Provide Narrative Response
4.10	The Contractor shall help prepare for and participate in periodic and ad hoc meetings and present to the CPUC and other committees regarding project plans, status, risks, issues, and recommendations, as appropriate.		No
4.11	The Contractor shall follow a preset agenda jointly prepared by the Contractor Project Manager and the CPUC Contract Manager or designated assignee.		No
4.12	The Contractor's Lead Staff shall participate in monthly status meetings with the CPUC Contract Manager or designated assignee.		No
4.13	The Contractor shall arrange for attendees to be present, prepare a meeting agenda package, prepare requested meeting materials, and support, and undertake any follow-up as required as an outcome of the meeting topics.		No
4.14	The Contractor Program Director shall assist the CPUC Contract Manager or designated assignee in preparing special reports and presentations related to Project Management.		No

Deliverable 4 Cont.: Operations Reporting Requirements:

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/N)	Bidder is Required to Provide Narrative Response
4.15	The Contractor shall prepare and submit reports in accordance with the requirements outlined in the approved documentation provided by the CPUC, as per contractual requirements. These		No

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/N)	Bidder is Required to Provide Narrative Response
	reports shall address Customer Support and Equipment Processing activities and ensure compliance with all contractual obligations. Report formats (e.g.: file type, naming convention, and layout) will be finalized by CPUC after contract execution and communicated to the Contractor (including during Transition-In, as applicable). The Contractor shall make such reports available in electronic format and in a CPUC-approved format. For the operational reports required under this Contract, unless otherwise directed by CPUC: the Contractor shall create and update the reports; CPUC (Contract Manager or their designee) shall review the reports; and the Contractor shall archive the reports in the designated repository/format in accordance with CPUC direction. Operational reports under this Task ID include the SLA performance reporting deliverables required under SECTION 22. Service Level Agreements (SLAs) (including the Monthly Service Level Performance Scorecard and SLA Meeting Summary Report(s)), submitted per SECTION 22. Service Level Agreements (SLAs) timelines.		
4.16	If the CPUC authorizes any Unanticipated Tasks, the Contractor shall provide a Monthly Unanticipated Tasks Summary Report to the CPUC Contract Manager or designated assignee. At minimum, the report shall: (1) list each approved Unanticipated Task/DED; (2) describe current status and progress; (3) identify key milestones/target dates; (4) summarize labor hours and costs incurred-to-date and remaining estimated effort by task; (5) identify risks/issues and mitigation actions; and (6) identify planned activities for the next reporting period.		No

Deliverable 5: Document Management Requirements:

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/ N)	Bidder is Required to Provide Narrative Response / Narrative Section
5.1	The Contractor shall take over, update, deliver, maintain, and execute the Document Management Plan. This plan includes but is not limited to: 1. Roles and Responsibilities 2. Document Storage Management 3. Document Library Structure 4. Document Version Control 5. Document Review, Approval, and Update Process 6. Records Retention Policy and Process 7. Role-Based Access Controls 8. Auditability Controls 9. Document Transfer and Migration Support to the State-Designated System of Record, including CAConnect or any successor State-designated system of record		No
5.2	The Contractor and the CPUC will coordinate maintaining and preserving all documents and records related to this Contract, including all contracts, leases, and other written agreements so that they will be accessible to the CPUC Contract Manager or designated assignee.		No
5.3	The Contractor shall accurately store formal draft and final versions of all deliverables on the CPUC Project SharePoint site, which will be readily accessible by all CPUC Project staff and oversight consultants.		No
5.4	The Contractor shall place and maintain all deliverable development work and formally approved deliverables within the CPUC designated tool.		No

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/ N)	Bidder is Required to Provide Narrative Response / Narrative Section
5.5	The Contractor shall use a collaborative document editor (e.g., Office 365 Microsoft Products and Windows) for all documents developed under this Contract.		No
5.6	Upon the CPUC's request, the Contractor shall make staff, resources, processes, data, tools, and deliverables available for CPUC audits and inspections at no additional cost to the CPUC. This access includes providing CPUC staff with the necessary capabilities to review and validate the data, queries, and methodologies used to generate performance-based billing reports submitted for payment.		Yes / Narrative Section 1
5.7	The Contractor shall adhere to the CAC Privacy Policy, and the Information Security provisions as outlined in SECTION 18. Security.		No
5.8	The Contractor shall provide and maintain a current organization chart of the project team, including the names and titles of Key Staff, in the CPUC-designated repository (e.g., SharePoint). The Contractor shall provide the initial organization chart within ten (10) State business days of contract execution, and shall provide updates within one (1) State business day upon CPUC request and whenever Key Staff change.		No

Deliverable 6: Quality Management Plan Requirements:

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/ N)	Bidder is Required to Provide Narrative Response / Narrative Section
6.1	Working in coordination with the PPCA, the Contractor shall develop and submit a Quality Management Plan (QMP) before the end of the Transition-in period, if applicable, or by the date specified in the CPUC-approved PMP/Rollout Schedule. Once the QMP is developed, the Contractor shall report to the PPCA on its Key Performance Indicators (KPI) and other plan requirements at established intervals.		No
6.2	The Contractor shall develop and maintain the QMP which includes but is not limited to: 1. Program Management Maturity 2. Voice of the Customer 3. Quality Assurance 4. Process Improvement 5. Metrics / Key Performance Indicators (KPI)		No
6.3	The Contractor shall describe its approach, expectations, and assumptions for coordinating and working with the CPUC and Vendor Partners as part of the overall quality management methodology.		No
6.4	The Contractor shall participate in Quarterly Balanced Scorecard Reviews and/or similar reviews to provide the CPUC with tangible evidence (i.e., dashboard) regarding the overall progress of the EPC services.		Yes / Narrative Section 2
6.5	The Contractor shall ensure that the QMP describes the materials, methods, and detailed procedures used to support the quality management process.		No
6.6	The Contractor shall ensure that the QMP includes statistics and reporting mechanisms that support		No

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/N)	Bidder is Required to Provide Narrative Response / Narrative Section
	the quality management process.		
6.7	The Contractor shall ensure that the QMP describes the methods used to ensure that all work performed by the Contractor is monitored and measured against the requirements of the Contract on an ongoing basis.		No
6.8	The Contractor shall ensure that the QMP describes how the Contractor supports the CPUC's quality assurance and project oversight activities.		No
6.9	The Contractor shall work with advisory board members, consumers, CPUC staff, and others on the quality of service including testing and monitoring sample calls, consumer complaints, and issues of concern surrounding outreach team members and other areas as requested by the CPUC. This may include working with outside consultants if/as directed by the CPUC.		No
6.10	The Contractor shall bring to CPUC’s attention any quality assurance program and performance guideline issues, stating contractual concern(s) and options and recommendations for addressing. In addition, the Contractor shall develop, maintain, and update (as required) a Procedures Manual documenting the Contractor's standard operating procedures, work instructions, roles and responsibilities, and escalation paths used to meet the requirements of this Contract. The Contractor shall also comply with and support SECTION 22. Service Level Agreements (SLAs), including required SLA performance reporting and review activities, and may recommend SLA updates for CPUC review and approval (and, if required, a formal contract amendment).		Yes / Narrative Section 2

Deliverable 6 Cont.: Process Audit Reports – Operations Requirements:

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/ N)	Bidder is Required to Provide Narrative Response / Narrative Section
6.11	The Contractor will work and comply with CPUC or a third-party Vendor Partner who shall annually perform audits as requested by CPUC (e.g., inventory of all equipment housed at the equipment warehouses, distribution centers and the facilities or in the custody of field advisors or outreach staff or as further defined by the CPUC) and submit the findings as the Process Audit Report.		Yes / Narrative Section 2

Deliverable 6 Cont.: Process Improvement Progress Report Requirements:

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/ N)	Bidder is Required to Provide Narrative Response / Narrative Section
6.12	The Contractor shall conduct process improvement activities as addressed in the QMP to analyze, identify, resolve, and implement improvements to add value to processes for consumer experiences, program support, project management, and operations.		No
6.13	The Contractor shall implement planning, analysis, findings, and execution of process improvement through the established change control process as a “no-cost” change unless otherwise agreed to by the CPUC.		No
6.14	The Contractor shall address the lessons learned, through the process improvement activities, over the term of the Contract, as defined within the QMP for Process Improvement planning.		No

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/N)	Bidder is Required to Provide Narrative Response / Narrative Section
6.15	The Contractor shall conduct and participate in a Process Improvement Review Meeting to review planned, in-progress, and completed process improvement activities, as well as discuss collected lessons learned.		No
6.16	The Contractor shall include procedures for conducting Customer Satisfaction Surveys for customer interactions that take place as part of its outreach activities in the QMP for Process Improvement Planning, and store and maintain them in the CPUC-designated repository/tool. The Contractor shall, in collaboration with the CPUC, develop the survey to be distributed to the end users annually.		No
6.17	The Contractor shall document all improvements within a Process Improvement Progress Report including at minimum: description, rationale, implementation date, affected workflows, results/ metrics, and any open risks/issues.		Yes / Narrative Section 2

Deliverable 7:Change Management Plan Requirements:

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/N)	Bidder is Required to Provide Narrative Response / Narrative Section
7.1	The Contractor shall establish and implement a formal Change Control Process to manage Project Scope in the Change Control Management Plan. Change Control will provide a process to discuss, analyze, and document the impact of the change in scope and determine the direction and next steps.		No

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/N)	Bidder is Required to Provide Narrative Response / Narrative Section
7.2	The Contractor shall inform the CPUC Contract Manager or designated assignee of any potential deviation in scope or potential changes as soon as it is reasonably possible, but no later than two (2) State business days after identification, to discuss, analyze and document the impact of the change.		No
7.3	The Contractor shall conduct formal quarterly assessments of the Change Control Process, including review of the change log, aging, impacts, decisions, and corrective actions. The Contractor shall document the assessment results and any resulting corrective actions in the change log. This requirement does not require separate recurring submission to CPUC; the documentation shall be provided to CPUC upon request.		Yes / Narrative Section 1

Deliverable 8: Contact Center Operations Requirements:

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/N)	Bidder is Required to Provide Narrative Response / Narrative Section
8.1	**Contact Center Footprint:** The Contractor shall establish, operate, staff, and maintain the California Connect (CAC) Contact Center in accordance with this Contract. The Contractor may propose a remote, hybrid, or facility-based Contact Center operating model, subject to CPUC approval. The Contact Center is not required to operate from a centralized physical call center facility.		No

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/N)	Bidder is Required to Provide Narrative Response / Narrative Section
	1. In the Transition-In Master Plan and Transition-In Work Plan (Task ID 11.2), the Contractor shall describe its proposed Contact Center operational footprint and approach, including the staffing model, supervision model, secure access approach, service continuity approach, escalation handling, and any physical facility(ies), if applicable. 2. If the Contractor proposes use of any physical Contact Center facility(ies), the Contractor shall identify the location(s) of the facility(ies), whether services are to be provided in more than one location, and whether the proposed facility(ies) are owned, leased, or subcontracted. Any such facility(ies) shall be subject to CPUC review and approval prior to commencing operations. The Contractor is responsible for all costs associated with rental/lease of spaces, furnishings, assets, and equipment used by the Contractor. 3. If any proposed physical facility is not currently in operation or if the required systems are not in place, the Contractor shall describe in the Transition-In Master Plan and Transition-In Work Plan (Task ID 11.2) how, where, and when it intends to implement those requirements during the Transition-In Period. 4. All Contact Center personnel, regardless of location, must access systems through secure, controlled environments; comply		

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/N)	Bidder is Required to Provide Narrative Response / Narrative Section
	with all applicable security, confidentiality, and privacy requirements; be properly trained and supervised; and be able to meet all Service Level Agreements (SLAs) and performance requirements.. NOTE: The Contractor shall describe its proposed Contact Center operational footprint in the Transition-In Master Plan and Transition-In Work Plan (Task ID 11.2). If physical facility(ies) are proposed, the Contractor shall identify those facility(ies) and related operational details. Remote, hybrid, and facility-based models are permissible, subject to CPUC approval and full compliance with Contract requirements.		
8.2	**Sensitivity and Responsiveness to Customer Needs:** The CAC Contact Center provides a wide array of support services to Californians who have hearing, mobility, speaking, cognitive, vision, or other disabilities. 1. The Contractor's representatives shall exercise sensitivity and/or take additional time to address customer needs. 2. The Contractor's CSRs shall have the ability to amplify the outgoing volume of their voices during calls.		Yes / Narrative Section 3
8.3	**Good Working Order:** During the term of the contract, the Contact Center shall be maintained in a condition in which it is fully operational and capable of performing its intended function efficiently and safely without any issues or defects		No

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/N)	Bidder is Required to Provide Narrative Response / Narrative Section
	that could impair its usage.		
8.4	**Hours of Operation:** The Contractor shall operate the Contact Center's live (real time) interaction with customers in the following hours of operation: • Monday – Friday, 8:00 AM to 6:00 PM (Pacific Time) • Saturday: Closed • Sunday: Closed Hours for Contact Center's live interaction with customers may vary in response to specific marketing and outreach campaigns or other program requirements and are subject to change upon CPUC approval. Except for Disaster (Option 8) call services and other expressly required after-hours support under this Contract, standard Contact Center live customer interaction hours are not required on State of California holidays recognized by the California Department of Human Resources (CalHR). Automated customer-related services and support systems used under this contract shall be available to customers twenty-four hours a day, seven days a week, as applicable to the relevant channel and platform, subject to the following: 1. For ERP-managed communication platforms and channels, availability, maintenance, uptime, and restoration obligations for ACD/IVR, telephony, web chat, email, text, and other ERP-hosted communication functions shall be managed		No

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/N)	Bidder is Required to Provide Narrative Response / Narrative Section
	under the ERP contract and are not Contractor performance obligations unless expressly stated elsewhere in this Contract. The Contractor shall promptly report incidents, participate in incident coordination, and follow CPUC-approved workaround and escalation procedures. 2. For Contractor-operated channels or tools, including Direct Video Calling (DVC), the Contractor shall maintain service availability in accordance with CPUC-approved requirements. 3. For EPC-controlled desktop environment access, the Contractor shall maintain 99.8% uptime measured monthly during scheduled operating hours for the Contractor's managed network, workstation environment, and staff access to required systems. Availability calculations exclude approved maintenance windows and downtime attributable to ERP-managed systems or external dependencies outside the Contractor's control.		
8.5	**Inbound/Outbound Customer Contact Methods:** The Contractor shall provide EPC customer support through the following customer contact methods in accordance with this Contract, using CPUC-designated and/or ERP-managed communication platforms where applicable and Contractor-operated tools only where expressly permitted by		No

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/N)	Bidder is Required to Provide Narrative Response / Narrative Section
	this Contract: 1. Voice Calls (including calls relayed through the California Relay Service, or CRS) 2. Teletypewriter (TTY) Calls 3. Captioned Telephone (CapTel) Calls 4. Video Relay Service (VRS) Calls 5. Fax 6. Mail 7. Email 8. Live web-based chat 9. Direct Video Calling (DVC) Direct Video Calling (DVC) shall be operated as a distinct accessibility channel supporting Deaf and hard-of-hearing consumers. The DVC solution must support functional equivalence consistent with applicable accessibility standards, including reliable user reachability, continuity, interoperability with commonly used devices and communication platforms, and reliable inbound and outbound communication capability. The Contractor must perform the operational customer-support services for these channels/methods and does not, by itself, require the Contractor to own, implement, administer, or maintain ERP-managed ACD/IVR, telephony, email, text, web chat, or other enterprise communication platforms unless expressly stated elsewhere in this Contract.		
8.6	**Languages:** The Contractor is required to provide customer service in all languages, as follows: 1. **English/Spanish Voice, TTY, CapTel,**		No

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/N)	Bidder is Required to Provide Narrative Response / Narrative Section
	Web-based Chat, Email, Fax, and Mail: The Contractor shall provide in-language customer assistance with its own on-staff Customer Service Representatives (CSRs) for all customers who speak English or Spanish, for voice calls, TTY, CapTel, web-based chat, email, fax, and mail. All Contractor CSRs who are fluent in Spanish shall also be fluent in English and shall also assist English-speaking customers. 2. **Non-English/Spanish Voice Calls:** The Contractor shall provide live customer service in languages other than English or Spanish using a subcontractor or other similar services. Customers who request other languages shall be able to either wait for the Contact Center to engage such a service or request a scheduled callback. For scheduled callbacks, the Contractor shall schedule the callback using the subcontractor or other similar services and shall offer available callback time windows and schedule the callback at a time selected by the customer from the available windows (or as mutually agreed). The Contractor shall document the request and scheduled callback in the CPUC-designated integrated platform. 3. **Addition of In-House Language Capabilities.** The Contractor shall track call volume by language and report these statistics to CPUC. CPUC may require the Contractor to retain the services of CSRs		

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/N)	Bidder is Required to Provide Narrative Response / Narrative Section
	who speak other languages if doing so is justified by call volume.		
8.7	**Capacity to Handle Customer Volume:** 1. The Contractor shall have sufficient staffing, training, operational processes, and Contractor-controlled tools to handle customer contacts and service requests assigned to the Contractor under this Contract. 2. For ERP-managed channels, the Contractor is responsible for operational readiness, CSR coverage, and timely handling of contacts delivered to EPC staff; the Contractor is not responsible for ERP-managed platform ownership, administration, or infrastructure capacity except as expressly stated elsewhere in this Contract. 3. The Contractor's personnel, Contractor-controlled environment, and applicable Contractor-managed service channels shall be capable of handling call volumes and service requests in accordance with the terms and conditions of this Contract and the applicable Service Level Agreements (See SECTION 22. Service Level Agreements (SLAs)).		No
8.8	**Customer Contact Routing and Option 8 Coordination:** 1. The Contractor shall support CPUC-		No

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/N)	Bidder is Required to Provide Narrative Response / Narrative Section
	approved customer contact routing and automated customer options for channels operated by or made available to the Contractor under this Contract. 2. The Contractor shall define and maintain the Contractor's operational requirements for customer contacts, including business hours, language coverage, customer-service content requests, CSR skill profiles, queue priorities, escalation needs, and requested changes, and shall submit such requirements through CPUC-approved processes. 3. The Contractor shall support a dedicated disaster/emergency call routing option ("Option 8") for verified disaster-related requests, as directed by CPUC, and shall maintain operational readiness to respond when Option 8 is activated. 4. For channels or routing functions not operated by the Contractor under this Contract, the Contractor shall identify the need for routing or menu changes and coordinate such changes through CPUC-approved processes. The Contractor is not responsible under this Contract for platform-level configuration changes for channels not operated by the Contractor. 5. The Contractor shall provide staff to provide Disaster (Option 8) call services 24 hours a day, 7 days a week, 365 days a year. Staff assigned to answer Option 8 calls during non-business hours may utilize an on-call		

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/N)	Bidder is Required to Provide Narrative Response / Narrative Section
	model, with dedicated phone lines and call forwarding to ensure prompt response. 6. For Option 8 calls, the Contractor shall provide labor to process the call from initial contact through resolution, including making necessary callbacks to the customer and coordinating with external referral sources as needed to achieve call resolution. The Contractor shall provide warehouse labor during non-business hours to facilitate expedited processing for earliest available dispatch of devices in response to verified Option 8 disaster-related requests. This requirement does not require same-night carrier pickup where such pickup is unavailable. The Contractor is not required to implement or administer ERP-managed IVR/ACD platform functionality beyond the coordination responsibilities expressly stated above.		
8.9	**Automated Outbound Dialing:** 1. The Contractor's Contact Center system shall have the capability of making customer requested "call-backs" and automated outbound contacts via phone and email. 2. The Contractor shall assign call-backs and the Agents assigned to the task depending on how a customer identifies and selects		No

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/N)	Bidder is Required to Provide Narrative Response / Narrative Section
	interest options through automated systems or other communications. Examples of these customer options include preferred language, general interest in the Program, and other issues, or problem categories (such as equipment requests, certification form assistance, confirmation of shipping status, etc.). 3. The Contractor shall not separately bill or count automated email, text or fax communications to consumers, such as those regarding the status of consumer requests and orders, or automated Customer Satisfaction Surveys as billable individual events. These communications are anticipated to be a part of ensuring good customer service. 4. The Contractor shall use this ability to support marketing and outreach campaigns and provide special services when needed in support of specific coordinated marketing efforts.		
8.10	**Customer Contact Routing and DVC Integration:** For ERP-managed channels, routing logic, queue configuration, and related ACD/IVR administration shall be managed under the ERP Contract. The Contractor shall define operational routing requirements, including CSR skill profiles, language assignments, business rules, and service priorities, business hours, and requested changes, and shall coordinate such changes through CPUC and the ERP Contractor.		Yes / Narrative Section 3 (additional requirements for this narrative response can be found in ATTACHMENT 16: NARRATIVE

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/N)	Bidder is Required to Provide Narrative Response / Narrative Section
	For Direct Video Calling (DVC), the Contractor shall define and maintain the operational approach for user reachability, inbound and outbound routing, persistent identifiers or functionally equivalent reachability mechanisms, external-network interoperability where required, and dependencies on third-party providers or telecommunications services, consistent with CPUC-approved requirements. The Contractor shall coordinate DVC integration requirements with the ERP Contractor and other applicable providers through CPUC-approved governance processes. The State does not prescribe a specific technical architecture, platform, or dependency on any particular vendor ecosystem, including Video Relay Service (VRS) providers.		RESPONSE)
8.11	**Customer Queue Experience and DVC Functional Equivalence:** For ERP-managed channels, queue announcements, callback functionality, wait-time messaging, and other ACD/ IVR queue features shall be provided through the ERP-managed platform. The Contractor is responsible for the customer experience after a contact is delivered to an EPC CSR and for coordinating requested queue changes through CPUC's governance process. The Contractor is not responsible for ERP-managed platform configuration, administration, maintenance, or uptime. Direct Video Calling (DVC) shall be operated as a distinct accessibility channel. The Contractor shall		Yes / Narrative Section 3 (additional requirements for this narrative response can be found in ATTACHMENT 16: NARRATIVE RESPONSE)

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/N)	Bidder is Required to Provide Narrative Response / Narrative Section
	ensure the DVC customer experience supports functional equivalence for Deaf and hard-of-hearing consumers, including the ability for users to initiate and receive inbound and outbound video communications, reliable reachability across sessions, devices, and networks, continuity of communication comparable to voice-based services, and service performance consistent with CPUC-approved latency, availability, and video-quality requirements. Solutions that rely solely on session-based or browser-only WebRTC implementations without sufficient support for user identity, reachability, and continuity of communication may not satisfy these requirements.		
8.12	**Customer Support Representative (CSR) Activities:** The Contractor's CSRs shall be required to perform the following functions: 1. **Inquiries** i. Respond to customer inquiries and provide general information about the Program, its services, and its Service Facilities. ii. Route contacts to appropriate CPUC or CAC teams, programs, or telecommunications providers as necessary. 2. **Correspondence** i. Process customer correspondence, including but not limited to customer Certification Forms.		Yes / Narrative Section 3 (additional requirements for this narrative response can be found in ATTACHMENT 16: NARRATIVE RESPONSE)

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/N)	Bidder is Required to Provide Narrative Response / Narrative Section
	3. **Customer Eligibility Certification** i. Describe certification requirements for acceptance by the Program. ii. Assist customers in completing their Certification Forms, as needed. iii. Process Certification Forms received. This entails checking the form to ensure that it is filled out completely and correctly and is signed by an authorized certifying agent. The CSR is also required to update the customer record and notify the customer of application status. 4. **Evaluation** i. Conduct an evaluation on applicant or consumer equipment or service needs. Complete an evaluation form prior to ordering equipment or services. 5. **Equipment** i. Assist customers in determining the type of equipment or services that best meets their needs. This requires that the CSR knows the equipment within the program, the needs of the customer, and how the equipment applies to various disabilities. The CSR may be required to reference the Knowledge Base or training materials provided		

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/N)	Bidder is Required to Provide Narrative Response / Narrative Section
	by the CAC Testing and Training Contractor. ii. Order equipment for individually eligible customers based on their assessed needs. iii. Assist customers in troubleshooting equipment and services. This may include providing information about the equipment, its various features, and how to use it. The CSRs will need to demonstrate technical expertise in specialized Communications equipment and the ability to teach and communicate instructions clearly on how to use and troubleshoot that equipment. iv. The CSR will determine if a customer's equipment needs to be replaced and will place orders for replacement equipment, if necessary, appropriate, and within established Program guidelines. 6. **Home Visits** i. Determine whether a customer requires a home visit from a representative of the CAC Field Operations Contractor. ii. Input service orders to schedule visits by CAC Field Operations Contractor representatives. iii. Provide service-order follow-up and close-out.		

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/N)	Bidder is Required to Provide Narrative Response / Narrative Section
	7. **Coordination with Telephone Companies** i. Determine whether the customer requires a network service (e.g., 3-Way Calling, Speed Calling, etc.) and enter a third-party vendor service order for transmission to the appropriate telephone company. (Applicable services are those provided by telephone companies and subsidized by CAC.) ii. Process Network Service Request service orders, which include calling, faxing, or emailing a request to add a network service to a specific customer's account to the appropriate telephone company. Once confirmation is received, the customer records must be updated to reflect the addition of the network service. 8. **Knowledge Base** i. Retrieve information relevant to customer questions, needs, and issues from the Knowledge Base and provide it expeditiously to customers during customer service interactions. ii. Capture knowledge gained from interacting with customers, learning about their experiences, and solving their problems in the Knowledge Base to facilitate future successful		

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/N)	Bidder is Required to Provide Narrative Response / Narrative Section
	customer service interactions. iii. The Knowledge Base may be maintained in a Contractor-hosted or Contractor-selected tool; however, the Contractor shall provide CPUC authorized staff with ongoing view (and export, upon request) access to the most current Knowledge Base content throughout the Contract term. The CPUC retains ownership of the Knowledge Base content and any data pertaining to delivery of the services. At Transition-Out/Contract Closeout (and upon CPUC request), the Contractor shall provide a complete export/copy of the Knowledge Base content and related documentation in a CPUC-approved format and repository, and in compliance with the Contract's hosting and information security requirements. 9. **Customer Feedback** i. Process customer feedback and complaints, including documenting complete details of the complaint or feedback in the Contractor's integrated management system. ii. When necessary, refer customers to the Consumer Affairs as directed by the CPUC, using CPUC-approved communications, referral, and		

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/N)	Bidder is Required to Provide Narrative Response / Narrative Section
	escalation processes. 10. **CPUC Requests** i. Respond to requests by CPUC or its designated representatives for customer information. ii. The Contractor's CSRs performing this work must comply with SECTION 5. Location and Availability and the approved Contact Center operational model. The Contact Center may operate under a remote, hybrid, or facility-based staffing model, subject to CPUC approval. Regardless of location, Contact Center CSRs must access systems through secure, controlled environments and comply with all applicable security, confidentiality, privacy, Service Level Agreement (SLA), and performance requirements.		
8.13	**Supervision.** The Contractor shall supervise and oversee all Contact Center personnel to ensure that they expeditiously perform all required tasks, successfully complete all required training, and meet all quality standards and service level agreements.		No
8.14	**Addition of Other CPUC Programs.** CPUC shall have the right to include customer support for additional Communications Division Programs (e.g., Lifeline, Voice Options, American Sign Language (ASL), etc.) under the scope of this		Yes / Narrative Section 3

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/N)	Bidder is Required to Provide Narrative Response / Narrative Section
	contract. The Contractor shall provide analogous services for these other Programs using the rates already established in the Contract. If directed, the Contractor shall submit a plan for CPUC's approval that leads to the establishment of customer support services for other CD programs within ninety (90) State business days of the request.		

Deliverable 8 Cont.: Mail Handling Requirements:

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/N)	Bidder is Required to Provide Narrative Response / Narrative Section
8.15	The Contractor shall handle applications sent via U.S. Mail and forms received by any method identified in the Contract or designated by the CPUC. The Contractor is responsible for First Class postage for the outbound mailing of Certification Forms. To reduce postage expense, outbound mail shall be pre-sorted by carrier route whenever practical. CPUC will provide collateral material for mailings unless CPUC specifically directs otherwise. Program collateral development and primary printing are program-level responsibilities managed by CPUC and/or the separate Marketing and Outreach Contractor. The Contractor's role is limited to handling, fulfillment, distribution, and limited operational printing such as forms or CPUC-directed case-specific items. Any CPUC-authorized printing/production and stock replenishment handled by the Contractor shall be treated		No

	as an Unanticipated Task only when expressly approved by CPUC in an approved DED.		
8.16	The Contractor shall handle “Other” incoming and outgoing mail sent via U.S. Mail and documents received by any method identified in the Contract or designated by the CPUC. The Contractor is responsible for First Class postage for outbound mail. CPUC will provide collateral material for mailings unless CPUC specifically directs otherwise. Program collateral development and primary printing are program-level responsibilities managed by CPUC and/or the separate Marketing and Outreach Contractor. The Contractor’s role is limited to handling, fulfillment, distribution, and limited operational printing such as forms or CPUC-directed case-specific items. Other mailings may include, but are not limited to, informational brochures, CAC product sheets, customer acceptance and rejection letters, and customer responsibility agreements. Any CPUC-authorized printing/ production and stock replenishment handled by the Contractor shall be treated as an Unanticipated Task only when expressly approved by CPUC in an approved DED. To reduce postage expense, outbound mail shall be presorted by carrier route whenever practical.		No
8.17	The Contractor shall process incoming mail from applicants, existing CAC consumers, certifying agents, and other miscellaneous Program stakeholders, including inputting source code data into the CPUC-designated integrated platform to track the origination of application forms and written requests based on marketing campaign activities via radio, TV, newspaper, and direct mail.		No
8.18	The Contractor shall store mail retrievable at a secure location for six (6) months. After six (6) months the CAC mail may be archived in an off-site location. Upon the request of the CPUC, specific archived records may be retrieved, if necessary.		No
8.19	The Contractor shall pull and collate printing materials for outgoing mail and postings.		No
8.20	The Contractor shall update the CPUC-designated integrated platform to indicate program information sent to		Yes / Narrative

	or received from individual consumers and accurately input source codes to indicate where consumers learned about the Program so that CPUC and the Program's Contracted Marketing & Outreach and Field Operations Vendor Partner can adequately determine where best to spend Program advertising dollars.		Section 4

Deliverable 8 Cont.: Customer Problem Resolution Plan Requirements:

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/N)	Bidder is Required to Provide Narrative Response / Narrative Section
8.21	Prior to the first day of service, the Contractor shall work with the PPCA to develop a plan for handling unresolved customer service issues including the escalation of customer complaints to the PPCA and a Problem Resolution Status Report. This plan shall require CPUC review and approval, and it shall be incorporated into the Contractor's Risk and Issue Management Plan.		Yes / Narrative Section 3
8.22	The Contractor shall implement the requirements of its approved Customer Problem Resolution Plan at no additional cost to the CPUC.		No

Deliverable 8 Cont.: Contact Center Reports Requirements:

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/N)	Bidder is Required to Provide Narrative Response
8.23	The Contractor shall collect, maintain, and provide Contact Center Reports on a daily and monthly basis as defined by its Service Level Agreements. (See SECTION 22. Service Level Agreements (SLAs)).		No

8.24	The Contractor shall make all Contact Center Reports available in electronic format (e.g., .PDF file shared through email, Kiteworks, Microsoft Dropbox, etc.). Prior to the end of the Transition-In period (if applicable), the Contractor shall develop for CPUC's approval an appropriate report format. Individual reports are subject to the approval of CPUC or its designee. At a minimum, the Contact Center Reports shall include (as applicable) and at the frequency required by the SLAs and CPUC direction: • Applications received, processing times, status, and outcomes • Call volume by call type (audio, video, or text), and purpose of call by specific category • Top ten issues reported by consumers • Performance metrics, including Average Response Time (ART) for EPC-managed channels other than DVC, as applicable; Direct Video Calling (DVC) response and service metrics reported separately for the DVC accessibility channel; call duration, response times, and resolution times; and Average Speed of Answer (ASA) for ERP-managed voice/IVR channels if made available for reporting purposes • Inbound call log reporting and Outbound call summary reporting Reported metrics shall reflect documented exclusions for conditions outside the Contractor's control where such exclusions are permitted by this Contract. The Contractor shall retain and make available the underlying records and supporting documentation used to produce these reports and shall provide such records to CPUC upon request, in accordance with Contract requirements (including EXHIBIT E: GENERAL PROVISIONS - TELECOMMUNICATIONS (REVISED 06/06/2025)) and CPUC authority under **PUC Section 582.**		No

Deliverable 8 Cont: CSR Training Requirements:

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/ N)	Bidder is Required to Provide Narrative Response
8.25	Within the first sixty (60) State business days of the Contract, the Contractor shall submit for CPUC's approval a comprehensive training program for its CSR personnel. The Contractor's training program shall include both virtual and **classroom-based learning** and **hands-on practical sessions**, supplemented by **digital modules** for ongoing reference and updates. The **Basic Curriculum**, shall cover the following topics: 1. The Program itself (including such matters as eligibility, available services and equipment, and roles of Program Vendor Partners). 2. The processes and procedures necessary to execute CSR personnel roles and responsibilities identified above. 3. The Contractor's standards for professional conduct. The Contractor's training program shall include providing new CSRs with on-the-job training overseen by an experienced CSR or supervisor. The Contractor shall make any amendments, alterations, or additions requested by CPUC, and shall finalize and institute the Basic Curriculum within the first ninety (90) State business days of the Contract.		No
8.26	The Contractor shall ensure that every member of its CSR workforce successfully completes the **Basic Curriculum**, including all required assessments and certifications, prior to engaging in any interactions with the public.		No
8.27	The Contractor shall require each member of its CSR workforce to successfully complete the Basic Curriculum at least once per calendar year.		No

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/ N)	Bidder is Required to Provide Narrative Response
8.28	The Contractor shall maintain records of employee training dates and performance for the life of the Contract.		No
8.29	The Contractor shall update its Basic Curriculum at least **once annually** over the life of the Contract to reflect trends in Quality Assurance data. The Contractor shall also incorporate mid-year updates if significant changes in program requirements, regulations, or customer feedback occur.		No
8.30	Over the course of the Contract, the Contractor shall add to its training program any training course on the uses, functions, setup and/or troubleshooting of Program-issued equipment produced by the CAC Testing & Training Contractor. Such courses shall be known collectively as the **Equipment or Service Curriculum**.		No
8.31	The Contractor's CSR personnel shall use the Testing & Training Vendor Partner's Learning Management System (LMS) to successfully complete any new or updated course in the Equipment or Service Curriculum within thirty (30) State business days of its approval by CPUC. All personnel must also complete existing Equipment or Service Curriculum courses prior to engaging in related customer support activities.		No
8.32	The Contractor shall require each member of its CSR workforce to successfully complete every course in the Equipment Curriculum at least once per calendar year. New hires must complete the entire Equipment Curriculum within sixty (60) State business days of their date of hire. (For new CSR employees hired on or after November 1 of a given calendar year, their initial completion of the Equipment Curriculum shall satisfy their annual training requirement for the following year.)		No
8.33	Each month, as part of its inputs for the Monthly Project Status Report, the Contractor shall provide a matrix detailing		No

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/ N)	Bidder is Required to Provide Narrative Response
	the training status of each of its CSR employees. For each member of the CSR workforce, the Contractor shall include completion dates for courses successfully completed and shall highlight courses yet to be completed.		

Deliverable 9: Warehouse Operations Requirements:

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/ N)	Bidder is Required to Provide Narrative Response / Narrative Section
9.1	**Warehouse Distribution Center.** The Contractor shall establish provision, operate, staff and maintain a CAC Warehouse Distribution Center (Warehouse or DC), physically located within California. The Warehouse will house the CAC equipment and other consumer materials required by the CAC. The Warehouse must include a primary storage area with a footprint as required to support the physical distribution operation of the program. This includes shipping, receiving, accepting, and processing returned materials, including testing, repairing, cleaning, refurbishing for reuse, or disposing of end-of-life or defective equipment. For any scrap, recycling, donation, surplus, trade-in, or other removal from service of State-owned equipment or media, the Contractor shall follow CPUC direction and comply with applicable SAM requirements (SAM 3520, 3520.9–3520.10, 5365.3, 5902–5903, and SAM 8633 and 8640–8642, as applicable).		No
9.2	**Management & Supervision.** The Contractor shall provide direct management and supervision of the Warehouse and its operations, with oversight and Contract management provided by the CPUC or its designee.		No

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/ N)	Bidder is Required to Provide Narrative Response / Narrative Section
9.3	**Primary Storage and Work Area Requirements.** 1. Provide a primary storage area with a secured (locked) footprint of approximately 600 rack spaces or more as required to support the CAC physical distribution operations. The Contractor shall provide the warehouse location, including if the services are to be provided in more than one location, and if this facility is owned, leased or subcontracted in the Transition-In Work Plan for CPUC review and approval, and prior to commencing warehouse operations. If the facility is not currently in operation or if the required space and/or warehouse management systems are not yet available, the Contractor must describe in the Transition-In Work Plan how, where and when it will meet these requirements during the Transition In Period (if applicable); 2. If the Contractor's facility is shared with other client's inventory or services, the Contractor must contain the CAC inventory in an eight-foot (8') high (minimum) fence with its own locking gate; 3. The Contractor must provide adequate back-to-back storage racks separated by aisles as required to accommodate up to 600 pallets stored; 4. The Contractor shall ensure each pallet storage location shall accommodate one pallet 48" long x 42" wide x 60" high to top of load; 5. The Contractor shall provide a secure Returned Materials Authorization (RMA) and Testing area of approximately 2,250 square feet. If this area is not currently available, the Contracto r shall describe in the Transition-In Work Plan how,		No

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	where, and when it will meet this requirement during the Transition-In Period (if applicable), for CPUC review and approval prior to commencing RMA and Testing operations; 6. The Contractor shall provide a shipping and receiving area including a dock high receiving dock with one or more dock levelers and roll up doors; 7. The Contractor shall provide reliable security and fire systems including alarms, cameras, motion detectors, sprinkler systems, and have written policies and procedures in place to prevent theft of or damage to inventory; upon written request from the CPUC Contract Manager and/or CPUC ISO (or designee), provide view-only access and/or relevant camera footage for oversight, audits, or incident response/ investigations, subject to SECTION 18.2. CPUC INFORMATION SECURITY PROVISIONS and applicable confidentiality/privacy requirements; and 8. During the term of the contract, the Contractor shall maintain all facilities in good order. 9. The Contractor is responsible for all costs associated with rental/lease of space(s) including storage area, furnishings, assets, and equipment used by the Contractor.		
9.4	**Initial Receipt of Inventory.** 1. During the Transition-In Period (which may overlap with the incumbent Contractor's Transition-Out activities), it is expected that the existing Program inventory will be shipped/transferred to the Contractor's facility, in accordance with CPUC direction and the CPUC-		No

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/ N)	Bidder is Required to Provide Narrative Response / Narrative Section
	approved Transition Plan. 2. The CPUC-approved Transition-In Plan shall identify the roles and responsibilities of CPUC, the incumbent Contractor (if applicable), and the Contractor for transfer/shipping coordination, chain-of-custody controls, and receiving/put-away activities. The Contractor shall support the transfer by providing receiving windows, staffing, and processes sufficient to receive, verify, and stock the inventory. 3. During the Transition-In Period, new inventory may begin to be shipped to the Contractor, as directed by CPUC. 4. The cost to prepare the site to receive and stock the initial inventory shall be included in the EXHIBIT D: COST WORKBOOK Item A Transition In Period, as proposed.		
9.5	**Equipment and Materials Required.** 1. The Contractor shall provide all equipment required to handle receiving, stocking, picking, replenishing, packing, shipping, and processing returns; 2. The Contractor shall provide all equipment required to handle and restock and/or test, refurbish, repair and scrap all CAC equipment; 3. The Contractor shall provide all shipping consumables including packaging, tape, labels, and boxes before the end of the Transition-In Period, if applicable. 4. The Contractor shall provide and maintain the required bar code scanning equipment and printers to meet the requirements of the Contract. 5. The Contractor shall provide and maintain any and all		No

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/ N)	Bidder is Required to Provide Narrative Response / Narrative Section
	other computers, networks and printers to meet the requirements of the Contract.		
9.6	**Warehouse Management System.** 1. The Contractor shall provide a flexible Warehouse Management System (WMS) capable of communicating with order entry systems on a frequent schedule, with at a minimum the features below. All future upgrades to the WMS shall be provided at no additional cost for the Contract term; 2. The Contractor's WMS shall support sharing inventory data with the ERP platform via ERP-provisioned interfaces and/or scheduled data updates, using CPUC-approved methods and data mappings (as defined by CPUC and the ERP Contractor).. 3. The Contractor's WMS shall keep records on inventory direction, tracking and control of movements from receiving to put away in bulk, replenishment, picking per First In, First Out (FIFO) standards, packaging and shipping; 4. The Contractor's WMS shall be capable of using scanners and bar-coding equipment to direct and control operations in real time so that the Contractor shall have accurate inventory status information and control. The Contractor shall share WMS inventory data with the CPUC-designated enterprise platform on at least a nightly basis using CPUC-approved methods. This includes the ability to scan equipment serial numbers to confirm location at the warehouse and when assigned to customer accounts. Inventory tracking for CAC Headquarters, remote CAC offices,		Yes / Narrative Section 4

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/ N)	Bidder is Required to Provide Narrative Response / Narrative Section
	service centers, and field staff inventory shall be managed in the ERP system, not as a separate system of record in the WMS. 5. The Contractor's Distribution Center (DC) must have the ability to scan the equipment serial number upon receipt and arrival of the equipment if manufacturers or distributor provide master pallet bar code labeling. The Contractor shall ensure scanning allows the serial number to be lifted and uploaded directly into the CPUC-designated enterprise platform using CPUC-approved methods. The serial numbers are those provided by the manufacturer. Equipment vendors may or may not provide consistent serial number bar coding on equipment; 6. The Contractor shall include the California Connect asset tag number in the Customer's Asset Record in the CPUC-designated enterprise platform and reference that asset tag within the WMS as applicable for warehouse-held inventory. The distribution center shall create a label referencing the manufacturer's serial number. 7. The Contractor's WMS shall have carrier integration capabilities (UPS, FedEx, etc.) 8. The Contractor's WMS shall include reverse logistics capabilities to receive and process customer-returned products, including testing, cleaning, kitting, repackaging, and restocking. Functional communications equipment shall be tested and processed in accordance with CPUC-approved procedures. The Contractor shall not return used or refurbished communications equipment to stock or re-		

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/ N)	Bidder is Required to Provide Narrative Response / Narrative Section
	ship such equipment to consumers unless authorized by CPUC or applicable CPUC-approved Program guidelines and after required testing/processing is complete. Non-functional, obsolete, or unauthorized equipment shall be appropriately scrapped, recycled, salvaged, returned to the manufacturer or vendor, or otherwise handled in accordance with CPUC-approved procedures. The Contractor shall provide CPUC and/or CPUC-designated third party access to daily documentation, including inventory and distribution reports (shipping, receiving, put away, picking, packing, storage, obsolete, refurbish, test and repair and scrap, etc.); 9. The Contractor shall provide 24/7 access to warehouse-held inventory information via the WMS and/or CPUC-designated enterprise platform for CPUC personnel or its designee(s) to stock status, order entry and shipping information via web browser or similar access; 10. The Contractor shall update inventory, asset management and logistics data for warehouse-held inventory to the CPUC-designated enterprise platform daily, at a minimum. The WMS shall not be required to serve as the system of record for inventories located at CAC Headquarters, remote CAC offices, service centers, or with field staff. 11. The Contractor shall send status updates to the CPUC-designated enterprise platform either daily or in real-time on every warehouse-held inventory transaction and related customer ticket transaction, as applicable. These updates include, but are not limited to, ticket		

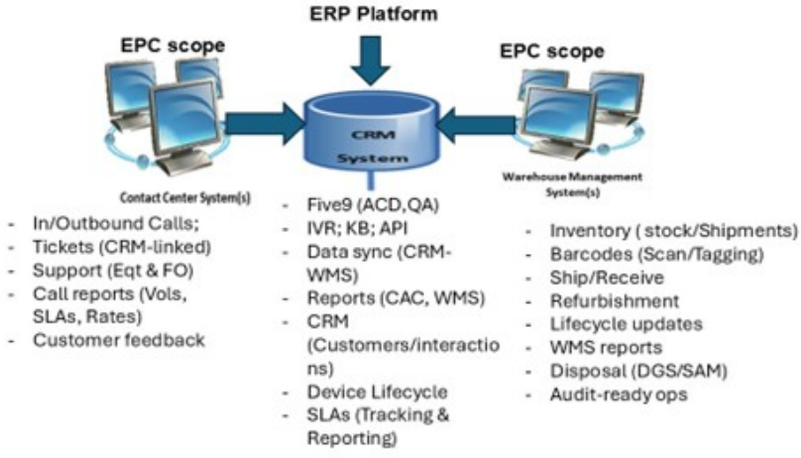
Task ID	Task Description	Bidder Agrees to Meet the Task (Y/ N)	Bidder is Required to Provide Narrative Response / Narrative Section
	status and account status.		
9.7	**Receiving Activity.** The Contractor shall: 1. Receive all new and repaired CAC equipment from suppliers according to receiving schedules provided by the CPUC or its designated representative. Confirm accuracy of all receipts and provide documentation; 2. Enter all receipts into WMS or other system as required by the CPUC or its designee. 3. Stock all new and repaired equipment in pre-designated storage areas; 4. Receive, process, and sort all returned CAC equipment; 5. Following CPUC-approved Program guidelines for cost-effectiveness and equipment handling, use disposable parts to assemble complete units or sets of CAC equipment to be repackaged and returned to stock for CPUC-authorized use; 6. Receive all CAC equipment returned by the shipping carrier as delivery failures and return to stock or ship back to the corrected address. 7. Receive all initially defective CAC equipment and process; 8. Scan, email, and mail all original packing slips to the CPUC or its CAC designee once equipment has been verified and received; and 9. Confirm the number of units received, sign, and date the packing slip.		No
9.8	**Picking and Shipping Activity.** The Contractor shall: 1. Receive all CAC work orders for customers, as well as		No

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/ N)	Bidder is Required to Provide Narrative Response / Narrative Section
	CAC Service Centers and field personnel, at regular intervals as determined by CPUC or its designee. 2. Pick from the stock all equipment and materials required; 3. Kit and pack all equipment and materials as required by the work orders; 4. Process all completed work orders through the shipping system, using the carrier integration process, and ship work orders. Enter shipment information into the WMS and/or other CAC systems as required; and 5. Process all “call tag” (return pick-up) work orders.		
9.9	**RMA and Testing Activity.** The Contractor shall: 1. Sort returned, used, and defective equipment; 2. Conduct initial testing of returned equipment and classify it as “Trouble Found” or "No Trouble Found" (passed initial functional testing); and 3. Defective equipment shall be sorted and handled for scrap or salvage equipment; 4. Remove or deface all CAC or State identifying tags from all defective equipment prior to salvaging or scrapping equipment; 5. Scrap or salvage equipment that meets the criteria for donation shall be processed (sorted, staged, prepared for shipping, etc.) and shipped to an authorized vendor(s) as required by CAC procedures. 6. Provide warehouse space as specified and tools to perform these activities. 7. Remove, separate (by battery type), and bag all batteries from equipment that is returned to the Program. Tape all 9V, rechargeable, and lithium-ion		No

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/ N)	Bidder is Required to Provide Narrative Response / Narrative Section
	batteries for recycling.		
9.10	**Inventory Control.** The Contractor shall: 1. Collaborate with ERP Contractor to update digital infrastructure schema to provide real-time inventory control of CAC equipment and materials using bar coding, scanning and appropriate tools; 2. Conduct random physical counts and inventory reconciliation as necessary; 3. Conduct cycle counts as required by CAC procedures; 4. Conduct monthly close and reconcile inventories and report all variances or other inventory control weaknesses in the applicable monthly Warehouse Reports under Task ID 9.11; and 5. Conduct or participate in an inventory audit, in conjunction with the PPCA and the CPUC or designated third party, or all CAC equipment, including items distributed and used for refurbishment.		Yes / Narrative Section 4
9.11	**Warehouse Reports.** The Contractor shall provide the following reports on a daily, weekly, and/or monthly basis. The reports listed in items (a) through (k) are the individual reports required under this Task ID. The Contractor shall develop an appropriate CPUC-approved report format that includes the specified data: **a. Month-End Inventory Report** This report shall contain an inventory stock count of all product numbers and shall include Finished Goods, Authorized Return Material (RMA), and Scrap. The details of the report shall also include, but not be limited to, product number, product		No

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/ N)	Bidder is Required to Provide Narrative Response / Narrative Section
	description, quantity in stock at month-end, etc. **b. Inventory Month-to-Date (MTD) Status Report** This report shall contain inventory activity for the month. The details of the report shall include, but not be limited to, product number, product description, beginning quantity, shipped quantity, received quantity, adjustment quantity, returns quantity, ending quantity, etc. **c. Bin Location by Product Number Report** This report shall contain a list of all product numbers in stock and shall be reported in order by Bin Location. The details of the report shall include, but are not limited to, bin location, product number, product description, quantity in stock, etc. **d. CAC Monthly Work Order Activity Summary Report** This report shall summarize work order activity for the month. The details of the report shall include, but are not limited to, work order number, work order type, date received, date processed/shipped/closed, customer/destination (e.g., consumer, service center, field), product number(s) and quantities, order status (e.g., open/closed/backordered), and shipment tracking information as applicable. **e. Call Tag Returns Report** This report shall contain all call tag orders received for the month. The details of the report shall include, but are not limited to, order number, receipt date, transaction date, customer name, product received, quantity received, product disposition status (RMA, Scrap, etc.), etc. **f. Adjustment Report**		

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/ N)	Bidder is Required to Provide Narrative Response / Narrative Section
	This report shall contain all adjustment activity for all product numbers for the month. The details of the report shall include, but are not limited to, product number, product description, adjustment transaction date, inventory quantity available, quantity adjusted, total inventory quantity available after adjustment, reason for adjustment, etc. **g. Call Tag Shipment Report** This report shall contain all call tag orders shipped for the month. The details of the report shall include, but are not limited to, order number, order date, customer name, shippable product number, shippable quantity, transaction date and/or ship date, etc. **h. Receipt Log Report** This report shall provide a log that contains all incoming receipts. The report must include, but is not limited to, the date and time of arrival, vendor name, carrier, reference number or PO number, quantity received as per verified packing slip, pallet quantity, box quantity, etc. **i. Weekly Returns Status Report** This report shall list RMA equipment on hand, and must include warranty status, part number, quantity, etc. **j. Asset Tagging Lifecycle Report** *(Newly Added)* This report shall provide data on all assets tracked via the asset tagging system, including: • Serial number and associated asset tag. • Current location (e.g., warehouse, service center, consumer site). • Movement history (e.g., date and location of each		

Task ID	Task Description	Bidder Agrees to Meet the Task (Y/ N)	Bidder is Required to Provide Narrative Response / Narrative Section
	scan). • Warranty status and lifecycle stage (e.g., in use, returned, refurbished, scrapped). • Quantity of tagged assets at each program location. **k. Equipment Disposal / Scrap & Salvage Disposition Report** *(Newly Added)* This report shall document equipment disposition (scrapped, salvaged, donated, refurbished) and include identifiers (e.g., asset tag/serial where applicable), disposition date, quantity, and disposition destination/vendor as applicable.		
9.12	 **Figure 2: EPC and ERP Integration Framework** The Contractor shall also provision, implement, and maintain all software, hardware, and supporting infrastructure necessary for full 24/7/365 service availability and proper functionality.		No

Deliverable 10: Transition-In Requirements, if applicable (**Task IDs 10.1 - 10.12 are Mandatory-Optional (MO) and they apply only if/when the CPUC exercises the option described in the Contract via an Amendment.).**

Note: If the incumbent Contractor is awarded this Contract, then it will not be eligible for the fixed lump sum payment based on EXHIBIT D: COST WORKBOOK for Transition-In.

Task ID	Task Description (Mandatory-Optional (MO))	Bidder Agrees to Meet the Task (Y/ N)	Bidder is Required to Provide Narrative Response / Narrative Section
10.1	The Contractor shall cooperate fully and proactively with the PPCA or any other party designated by CPUC in its efforts to coordinate and manage transition activities for the Program's Vendor Partners.		No
10.2	No more than thirty (30) State business days after contract execution, the Contractor shall provide a Transition-In Master Plan and Transition-In Work Plan (collectively, the Transition-In Plan) that identifies what items and components must be transitioned, the approach to be utilized for transitioning, how knowledge transfer will be conducted, and the schedule for Transition-In activities, which shall be submitted to the CPUC Contract Manager or designated assignee for review and approval. The Transition-In Plan shall also include: (1) a cross-contract dependency assessment (as determined applicable by the CPUC) identifying affected systems, integrations, workflows, data exchanges, reporting interfaces, authentication mechanisms, and operational touchpoints; (2) documented sequencing and coordination requirements across dependent contracts; (3) validation steps and mitigation strategies necessary to maintain continuity of CAC program services during and after transition; and (4) operational readiness criteria and the process for documented confirmation by the CPUC		No

Task ID	Task Description (Mandatory-Optional (MO))	Bidder Agrees to Meet the Task (Y/ N)	Bidder is Required to Provide Narrative Response / Narrative Section
	Contract Manager or designee prior to final production cutover.		
10.3	No more than thirty (30) State business days after contract execution, the Contractor shall work with the CPUC to establish priorities and create a project timeline to develop and document all administrative policies, practices, and procedures within one (1) year after contract execution. The Contractor shall work with the CPUC to determine the contents of the policies and procedures documentation, identify specific areas of CAC services that will be included in the final policies and procedures documentation, and the anticipated delivery date(s) of draft documents for CPUC review, feedback, and direction. The contents of each section of the policies and procedures documentation shall be related to the management control and functional tasks required to provide the services contracted. Each section's draft shall have a CPUC-approved version control and shall be refined and updated during the first year of service to incorporate evolving insight into how services are best coordinated and current practices.		No
10.4	The Contractor shall train its staff (including subcontractor staff) on all documented policies and procedures as they are developed during the Transition-In phase and when revised.		No
10.5	No more than thirty (30) State business days after contract execution, the Contractor shall provide an initial draft plan of the administrative policies and procedures it will use to manage its responsibilities and to train personnel to ensure consistency in providing services under this contract. This plan shall include descriptions of the		No

Task ID	Task Description (Mandatory-Optional (MO))	Bidder Agrees to Meet the Task (Y/ N)	Bidder is Required to Provide Narrative Response / Narrative Section
	responsibilities of personnel, the relationship between managers and staff, the interaction with the Contractor and the CPUC, the interaction with the Contractor and other CAC Contractors, and include detailed organization charts and workflow diagrams. The draft plan will be reviewed by the CPUC and at that time it may require the Contractor to provide additional clarification and detail on the processes required for the Contractor to manage its CAC responsibilities under the contract.		
10.6	The Contractor's lead personnel will spend an average of no less than sixteen (16) hours per week with the current CAC Primary Program and Contract Administrator to facilitate the transition of the administrative duties. The Contractor will be paid a fixed lump sum for this period based on EXHIBIT D: COST WORKBOOK. Note: If the incumbent Contractor is awarded this contract, it will not be eligible for this fixed lump sum payment for Transition-In.		No
10.7	The Contractor will perform Transition-In Readiness Reviews with the CPUC for each identified item or component in the Transition-In Master Plan and provide evidence that the Contractor is ready to assume operational control and responsibility.		No
10.8	At the onset of the Transition-In Period, the Contractor shall include Transition-In status reporting in the Weekly Status Report. The Transition-In portion of the Weekly Status Report shall include at a minimum a description of the progress made on each Task, Deliverable, and/or Milestone, including any variance from the baseline.		No
10.9	The Contractor shall, as part of Transition-In activities, establish a data migration schedule and obtain acceptance, in writing, by the CPUC Contract Manager or		Yes / Narrative

Task ID	Task Description (Mandatory-Optional (MO))	Bidder Agrees to Meet the Task (Y/ N)	Bidder is Required to Provide Narrative Response / Narrative Section
	designated assignee.		Section 5
10.10	The Contractor shall, as part of Transition-In activities, provide comprehensive training to the successor Contractor and State staff, as appropriate. All training materials must be based on the complete and current documentation required under this contract.		Yes / Narrative Section 5
10.11	The Contractor shall execute and oversee all activities specified in the approved Transition-In Work Plan throughout the Transition-In period.		Yes / Narrative Section 5
10.12	The Contractor shall manage and communicate updates and changes to the Transition-In Work Plan (as needed) throughout the Transition-In period.		Yes / Narrative Section 5

Deliverable 11: Transition-Out Requirements, if applicable (**Task IDs 11.1 - 11.8 are Mandatory-Optional (MO) and they apply only if/when the CPUC exercises the option described in the Contract via an Amendment.)**

Note: If an additional EPC contract is awarded after this Contract and the Contractor is also the successor Contractor for that subsequent contract, then the Contractor will not be eligible for the fixed lump sum payment based on EXHIBIT D: COST WORKBOOK for Transition-Out.

Task ID	Task Description (Mandatory-Optional (MO))	Bidder Agrees to Meet the Task (Y/ N)	Bidder is Required to Provide Narrative Response / Narrative Section
11.1	The Contractor shall cooperate fully and proactively with the PPCA in its efforts to coordinate and manage transition activities for the Program’s Vendor Partners.		Yes / Narrative

Task ID	Task Description (Mandatory-Optional (MO))	Bidder Agrees to Meet the Task (Y/ N)	Bidder is Required to Provide Narrative Response / Narrative Section
			Section 6
11.2	The Contractor shall be required to assist in the transition of contract services to a new vendor or contract procured before the termination of the contract.		Yes / Narrative Section 6
11.3	Six (6) months before the end of this contract, the Contractor shall submit to CPUC for review and approval a Transition-Out Master Plan and a Transition-Out Work Plan (Schedule) that are collectively the Transition-Out Plan. The Transition-Out plan shall include coordinated disengagement sequencing to prevent operational degradation of dependent CAC vendor services and shall ensure continuity of reporting, CRM-supported workflows, and data exchanges during handoff to a successor Contractor or to the State. Together, these plans shall identify what items and components must be transitioned, the approach to be utilized for transitioning, how knowledge transfer will be conducted, and the schedule for Transition-Out activities. The Transition-Out Plan shall include a rollback protocol outlining defined trigger conditions, decision authority, data restoration procedures, and timeframes for reversion in the event of post-cutover instability affecting CAC program services. The Transition-Out Plan package shall be approved by the CPUC Contract Manager or designated assignee.		Yes / Narrative Section 6
11.4	At the onset of the Transition-Out Period, the Contractor shall include Transition-Out status reporting in the Weekly Status Report. The Transition-Out portion of the Weekly Status Report shall include at a minimum a description of the progress made on each Task, Deliverable, and/or Milestone, including any variance from the baseline.		Yes / Narrative Section 6

Task ID	Task Description (Mandatory-Optional (MO))	Bidder Agrees to Meet the Task (Y/ N)	Bidder is Required to Provide Narrative Response / Narrative Section
11.5	The Contractor shall, as part of Transition-Out activities, establish a Data Migration Schedule and obtain acceptance, in writing, by the CPUC Contract Manager or designated assignee.		Yes / Narrative Section 6
11.6	The Contractor shall, as part of Transition-Out activities, provide comprehensive documentation and training to the successor Contractor and State staff, as appropriate. All training materials must be based on the complete and current documentation required under this contract. The Contractor shall ensure complete and structured transfer of operational and technical artifacts developed, maintained, or received by the Contractor under this Contract and necessary to support continuity of CAC program services, including system configurations, integration mappings, workflow definitions, business rules, reporting logic, interface documentation, and other technical and operational materials required to support the incoming EPC and ERP operating structure (as applicable).		Yes / Narrative Section 6
11.7	The Contractor shall execute and oversee all activities specified in the approved Transition-Out Work Plan throughout the Transition-Out period.		Yes / Narrative Section 6
11.8	The Contractor shall manage and communicate updates and changes to the Transition-Out Work Plan (as needed) throughout the Transition-Out period.		Yes / Narrative Section 6

Deliverable 11 Cont.: Contract Closeout Requirements:

Task ID	Task Description	Bidder	Bidder is

		Agrees to Meet the Task (Y/N)	Required to Provide Narrative Response / Narrative Section
11.9	The Contractor shall develop, deliver, and implement a comprehensive Contract Closeout Plan. No later than six (6) months before the end of the Contract term (and as part of Transition-Out planning activities, if applicable), the Contractor shall submit the draft Contract Closeout Plan to the CPUC Contract Manager or designated assignee for review and approval. The Contractor shall maintain and update the Contract Closeout Plan throughout Transition-Out/Closeout until all closeout conditions are met. The Contract Closeout Plan shall include but is not limited to: 1. A clear strategy for closing out the contract, ensuring all obligations are met and documented. 2. Incorporation of requirements outlined in Deliverable 2 – Schedule Management to ensure timelines are adhered to. 3. Addressing schedule-related tasks linked to Closeout as identified in other work plans developed under this Contract. 4. A consolidated list of deficiencies logged by both the CPUC and Contractor from tracking systems, updated to meet Closeout conditions. 5. A summary of outstanding action items from meeting minutes or other tracking tools, with clear resolutions. 6. Identification of any additional items essential to finalizing expectations for Closeout. 7. An organized structure for the Closeout Plan, which shall include but not be limited to: a. Contract Closeout Planning b. Project Management Processes		Yes / Narrative Section 6

	c. Program and Contract Administration Processes d. Information Technology Processes e. Transition Processes		

EXHIBIT C: BUDGET DETAIL AND PAYMENT PROVISIONS

1. PAYMENT TERMS AND INVOICING REQUIREMENTS

1. INVOICING AND PAYMENT

A. The maximum amount of the base contract payable under this contract will be $9,600,000.00. The maximum amount of each contract extension is $5,000,000.00 per year. The maximum amount of the Unanticipated Tasks under this contract will be $400,000.00. The maximum amount of the contract, including base contract, Transition-In (if applicable) and Transition-Out (if applicable), Unanticipated Tasks, and Optional Years shall not exceed $25,000,000.00 for the total contract amount.

B. For approved DEDs and accepted DADs and upon receipt of services and approval of Contractor's invoices, the CPUC agrees to pay Contractor for the services accepted in accordance with EXHIBIT D: COST WORKBOOK. Internal Contractor administrative/ overhead costs - including Contractor personnel time to develop or attend training for Contractor staff - are included in the Contract pricing and are not separately billable to the State/CPUC.

C. The Contractor will invoice the CPUC only for actual work performed and accepted in accordance with the Contract, EXHIBIT D: COST WORKBOOK, and the applicable DED and DAD process. All work invoiced will reference the applicable Deliverable/Task number and DED number. Billing for one-time and recurring Deliverables/Tasks shall be as provided in SECTION 16. Contractor Deliverables.

D. Invoices shall not be submitted more frequently than monthly in arrears; Invoices must be submitted using the CPUC's Electronic Claim and Application Portal (eCAP). Instructions can be found by visiting: eCAP Login (https://ecap.cpuc.ca.gov/s/login/?startURL=%2Fs%2F%3Ftabset-ea007%3D2%26t%3D1684525069188). Further questions may be directed to the CPUC Contract Manager for this Agreement.

E. All invoices will be submitted detailing the below:
   i. CPUC Contract and/or PO number
   ii. Dates work was performed
   iii. A copy of the authorized DED document
      A. Copies of timesheet(s) are required
      B. Any estimated unused funds will be released back to unanticipated funding
      C. Any estimated hours and funds exceeding the DED will be rejected
   iv. A completed and signed DAD
   v. Copies of artifacts (documents, training, etc.), if applicable
   vi. For labor, labor category hours (incremental hours shall be billed to the nearest 15 minutes) and identify the applicable resource and deliverable and/or DED

F. Invoices will be subject to verification and approval by the CPUC Contract Manager.
   i. If invoice is acceptable, all CPUC resources identified on the DED must sign off on

the DAD and invoice.

ii. If invoice is unacceptable, the CPUC Contract Manager will reject the invoice in writing, identify criteria that were not met, and submit to eCAP and the Contractor.

G. Except as expressly provided below, no additional reimbursement beyond the contract pricing structure in EXHIBIT D: COST WORKBOOK shall be provided for (i) outbound postage and presorting associated with Deliverable 8 (Mail Handling) or (ii) shipping and logistics expenses associated with Deliverable 9 (Warehouse Distribution Center), including carrier fees, packaging materials, labeling, and handling. Shipping and logistics costs shall be proposed and priced through the applicable line items or cost components in EXHIBIT D: COST WORKBOOK, as applicable. No open-ended pass-through or uncontrolled reimbursable structure shall apply to shipping or logistics costs. Program collateral development and primary printing remain program-level responsibilities managed by CPUC and/or the separate Marketing and Outreach Contractor and are not transferred to the Contractor under this Contract. CPUC will provide collateral material for mailings unless CPUC specifically directs otherwise. The Contractor's role is limited to handling, fulfillment, distribution, and limited operational printing such as forms or CPUC-directed case-specific items. Contractor printing/production and stock replenishment may be reimbursed only when expressly authorized by CPUC as an Unanticipated Task under an approved ATTACHMENT 18: DELIVERABLE EXPECTATION DOCUMENT for CPUC-directed or case-specific needs. If authorized, reimbursement will be at actual documented cost with no mark-up, supported by receipts or other back-up documentation, and invoiced as directed by the CPUC Contract Manager.

2. BUDGET CONTINGENCY CLAUSE

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

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 contract with no liability occurring to the State, or offer a contract amendment to the Contractor to reflect the reduced amount.

3. PROMPT PAYMENT CLAUSE

Payment for services under this Contract shall be made in accordance with the State of California's Prompt Payment Act (Government Code Section 927 et seq.) The Prompt Payment Act requires State agencies to pay properly submitted, undisputed invoices within forty-five (45) calendar days of initial receipt.

4. SALES TAX

Sales Tax is not to be included in EXHIBIT D: COST WORKBOOK. If applicable, Sales Tax should be added at the time of invoicing. The Sales Tax rate applied should be based on the rate of the area where the service is to be provided. The Contractor remains solely responsible for collecting and remitting any applicable taxes in accordance with state and federal law. See the California Department of Tax and Fee Administration Sales and Use Tax Regulation 1502 (f) (1) (D).

5. PAYMENT WITHHOLD

In accordance with Public Contract Code, §12112, the State will withhold, from each approved invoiced payment to the Contractor, an amount equal to twenty percent (20%) of the payment as a performance assurance amount. Retained amounts shall be released on a rolling basis at the end of each six (6) month performance period, subject to the CPUC Contract Manager's determination that the Contractor has satisfactorily performed during the applicable retention period, acceptance of required deliverables for that period, and reconciliation of any applicable service level assessments or other authorized deductions.

No performance bond is required under this Contract.

6. PAYMENT METHOD

Payment to the Contractor will be made in accordance with the contract pricing structure set forth in EXHIBIT D: COST WORKBOOK and the invoicing requirements in EXHIBIT C: BUDGET DETAIL AND PAYMENT PROVISIONS. For labor billed on an hourly basis under the Agreement (including labor associated with CPUC-approved DEDs), payment will be made using the fixed hourly labor rates by labor tier/resource classification set forth in the Agreement and EXHIBIT D: COST WORKBOOK.

7. COST LIMITATION

The total amount of this Agreement shall not exceed the amount specified in the Standard Agreement, and any amendments thereafter.

8. CONTRACTOR NAME CHANGE

An amendment is required to change the Contractor's name as listed in this Agreement. Upon receipt of legal documentation of the name change, California Public Utilities Commission will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

9. TRAVEL AND PER DIEM EXPENSES

There will be no travel or per diem costs reimbursed under this contract. The Contractor shall not bill the State separately for travel or per diem costs under this contract.

10. FINAL BILLING

Invoices for services must be received by the state within ninety (90) calendar days following each state fiscal year, or ninety (90) calendar days following the end of the contract term, whichever comes first. The final invoice must include the statement “Final Billing.”

EXHIBIT D: COST WORKBOOK

The cost workbook shall be completed in accordance with the instructions in SECTION 4. COST and SECTION 5. PROPOSAL/BID FORMAT AND SUBMISSION REQUIREMENTS .

Refer to the Excel Workbook file on Cal eProcure labeled EXHIBIT D - COST WORKBOOK for submission of your Cost Data.

EXHIBIT E: GENERAL PROVISIONS - TELECOMMUNICATIONS (REVISED 06/06/2025)

The GENERAL PROVISIONS - TELECOMMUNICATIONS (REVISED 06/06/2025) can be accessed through this link: https://cadtprod.service-now.com/sys_attachment.do?sys_id=a4438444c352ee90a096d7af0501311b&sysparm_viewer_table=kb_knowledge&sysparm_viewer_id=b8238084c352ee90a096d7af050131c4.