CDT OSTP Request For Proposal

Request For Proposal (RFP)

RFP 23ITS0639

PART 1 – BIDDER INSTRUCTIONS

FOR

California Broadband Funding

Addendum 2 - July 9, 2026

Issued by:

STATE OF CALIFORNIA

California Public Utilities Commission 505 Van Ness Ave, 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 Final Proposal, including the 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 Official of this solicitation remain the official version. In the event of any inconsistency between the bidder's versions, articles, attachments, specifications or provisions (which constitute the Contract), the official State version of the solicitation in its entirety shall take precedence.

TABLE OF CONTENTS

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 fixed-price deliverable-based proposals to be submitted by Bidders. Also included in this solicitation is the required format and materials all 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 21: GLOSSARY OF TERMS.

1.1. PURPOSE OF RFP

The purpose of this Request for Proposal (RFP) (hereafter referred to as "RFP" or "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 Consulting Services to meet the mandates of SB 156 (hereafter referred to as "BFAA").

The Contract Award, if made, will be to the single Bidder in accordance with the methodology defined in SECTION 6.2. PROPOSAL EVALUATION.

This RFP asks for consulting services to assist the CPUC in meeting the mandates of Senate Bill (SB)156 (Chapter 112, Statutes of 2021). See SECTION 9. Project Tasks/Deliverables in the Statement of Work for more information on the services to be procured through this RFP.

The consulting services will be to establish the cost model, work directly with the CPUC to analyze specific broadband funding areas, and to periodically update the cost model with new assumptions (i.e., changes in labor, materials, or situation-based analysis requiring an update to the model, such as a wildfire or other disaster destroying existing broadband infrastructure). The vendor will provide written work products that assist CPUC in developing future rule revisions for the program and CPUC will make the work products publicly available.

1.2. BACKGROUND

The Statutes of 2021 and subsequent rulemakings from the CPUC related to the Federal Funding Account ~~and the Broadband Equity Access and Deployment (BEAD)~~ program~~s~~ guide the deliverables described in SECTION 9. Project Tasks/Deliverables. Deliverable~~s~~ 1 ~~and 4~~ directly supports Chapter 112, Section 7 of the Statutes of 2021. The Respondent who is awarded the Contract resulting from this RFP~~O~~ (Contractor) shall conduct analyses that utilize and update the California Broadband Cost Model and other criteria to develop proposed Last Mile Funding Areas that would provide service to a wider area. All deliverables directly support CPUC in "Assisting in preparing definitive plans for deploying necessary infrastructure in each county, including coordination across contiguous counties." (See CPUC Public Utilities Code Section 281(5)(C))

The California Broadband Cost Model was developed in 2019 and is periodically updated by the CPUC. The cost model is a tool to analyze the cost and revenue associated with broadband deployment throughout the state and for various analytical units (locations, census blocks, etc). The engineering-based bottom-up model considers factors such as housing density, materials cost, local labor costs, terrain, availability of existing infrastructure, among other factors to generate a figure for most locations in California. This model helps the CPUC and California policymakers evaluate the cost of policy proposals, and to evaluate the reasonableness of infrastructure cost estimates, bids, and contracts. The cost model can also be used to develop, in consultation with the vendor, bidding units or pre-packaged/presumed reasonable project areas, and to track and measure progress over time. Further, as needed, the vendor will assist broadband program applicants in understanding and using the cost model, assisting in the analysis of applications, and provide access to licensed data around the cost model, broadband locations, and other licensed datasets for the cost model.

On March 11, 2021, President Biden signed into law the American Rescue Plan Act of 2021, also called the COVID-19 Stimulus Package or American Rescue Plan. In total, this law is a $1.9 trillion economic stimulus plan that includes funds for states to deploy last-mile broadband Internet networks. Later in 2021, the California Legislature passed SB156, which combined Federal Funds from the American Rescue Plan and General Fund money to create the "Federal Funding Account," a more-than $2 billion grant program to deploy broadband infrastructure in California. Governor Gavin Newsom signed broadband legislation in July 2021 to help bridge the digital divide and provide reliable and affordable internet access to all Californians. SB156 expands the State's broadband fiber infrastructure and increases internet connectivity for families and businesses. ~~This is the goal of Broadband Equity Access and Deployment (BEAD) program.~~

The funding provides $3.25 billion dollars for an open-access statewide broadband middle-mile infrastructure, $2 billion for broadband last-mile infrastructure, and $750 million for a loan loss reserve to support local government broadband infrastructure development.

Among other actions, SB 156 creates a Federal Funding Account where these funds will be deposited and directs CPUC to allocate $2 million from this new account to implement a program to connect unserved and underserved communities by applicable federal deadlines. CPUC Decision 22-04-055 established the rules for use of these funds.~~¶~~

~~The BEAD Program is being implemented in California by the CPUC. Nationally, BEAD provides $42.45 billion to expand high-speed internet access by funding planning, infrastructure deployment and adoption programs in all 50 states and numerous territories. California has been allocated approximately $1.86 billion under BEAD based on the federal government's calculation of California's share of unserved locations nationally. The Governor designated the CPUC to serve as the recipient of and administering agent for the BEAD program for California.~~

1.3. TERM OF CONTRACT

Effective upon approval of CDT, Office of Statewide Technology Procurement (Effective Date), the base term of the Contract is one (1) year.

The State, at its sole discretion, may exercise its option to execute two (2), one (1) year extensions at the originally agreed-upon hourly rates specified in the Contract, for a maximum Contract term of three (3) years.

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 exercise option year extensions. The Agreement and any optional extensions, will be of no effect unless approved by CDT.

1.4. 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 Officers identified in SECTION 2.2.1. PROCUREMENT OFFICERS. You may also contact the State of California at the telephone numbers listed below.

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

Table 1.4-1: The 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 2.4. 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 OFFICERS

The Procurement Officers are the State's designated authorized representatives 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:	Robert DeLeonardis
Email:	robert.deleonardis@state.ca.gov
Phone:	+1 916-532-6807
Secondary Procurement Officer:	Madelynn Saechao
Email:	Madelynn.Saechao@state.ca.gov
Phone:	+1 916-460-9833

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 ATTACHMENT 1: TEMPLATE FOR QUESTION SUBMITTAL/REQUEST FOR CHANGES via email addressed to the Procurement Officers listed in SECTION 2.2.1. PROCUREMENT OFFICERS.

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 using ATTACHMENT 1: TEMPLATE FOR QUESTION SUBMITTAL/REQUEST FOR CHANGES. Such request 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 only,** by email to the Procurement Officers identified in SECTION 2.2.1. PROCUREMENT OFFICERS, using 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 Officers 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 FORM 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 OFFICERS.

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.

To obtain access to the File Sharing Site, Bidders must email a request to the Procurement Officers listed in SECTION 2.2.1. PROCUREMENT OFFICERS and sign and submit ATTACHMENT 6: CONFIDENTIALITY STATEMENT FORM. 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 except for dates listed after the Bidder's submission of the proposal. All dates listed after the Last Day to Submit Final Proposal and Last Day to be eVAQ approved by OSTP 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	Addendum 2 - July 9, 2026
2.	Last day to Submit Questions/ Request for Changes ATTACHMENT 1: TEMPLATE FOR QUESTION SUBMITTAL/REQUEST FOR CHANGES	June 15, 2026, 5:00 PM PST

ITEM	ACTION	DATE AND TIME
3.	State Response to Bidder Questions/Request for Changes and State Release of Potential Addendum[1]	June 25, 2026
4.	Last Day to Submit Intent to Bid and Confidentiality Statement: ATTACHMENT 2: INTENT TO BID FORM and ATTACHMENT 6: CONFIDENTIALITY STATEMENT FORM	July 10, 2026, 5:00 PM PST
5.	Last Day To Request Invitation to the State's File-Sharing Site (Refer to SECTION 5.3. DELIVERY OF SUBMITTALS SECTION 2.2.4. REQUEST INVITATION TO STATE'S FILE-SHARING SITE)	July 10, 2026, 5:00 PM PST
6.	Last Day to Submit Final Proposal and Last Day to be eVAQ approved by OSTP.[2]	July 22, 2026, 5:00 PM PST
7.	Final Proposal Evaluation Period	TBD
8.	Negotiations	TBD
9.	BAFO submission	TBD
10.	BAFO evaluations	TBD
11.	Notification of Award	TBD
12.	Contract Award	TBD

[1] Or five (5) working days following the last addendum that changes the requirements of the solicitation.

[2] 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. 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 DATES to determine which phases and mandatory steps are included in this solicitation. SECTION 2.3. KEY ACTION DATES lists 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).

2.4.1. 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.

2.4.2. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS

A Bidder may withdraw its proposal at any time prior to the proposal submission date 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 submission date and time 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.

2.4.3. 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.

2.5. 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.

2.5.1. 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 may 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.

2.5.2. 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 OFFICERS, 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 2.5.7. ADDENDA.

2.5.3. 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.

2.5.4. 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.

The Bidder must complete and submit ATTACHMENT 3: FOLLOW-ON CONTRACT DISCLOSURE FORM with its proposal.

2.5.5. 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.

2.5.6. BONDS

The State reserves the right to require a performance bond or other security document as specified in the solicitation from the Bidder in an amount not to exceed the amount of the Contract. In the event the State requires a surety bond that has not been expressly required by the solicitation, the State will reimburse the Bidder as an addition to the purchase price in an amount not exceeding the standard premium on such bond.

2.5.7. 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.

2.5.8. COST FOR DEVELOPING PROPOSAL

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

2.5.9. 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.

2.5.10. 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, such information may be the basis for rejecting the Bidder’s proposal.

3. PROPOSAL REQUIREMENTS

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

The documents that <u>must</u> be submitted with the Bidder’s proposal are noted as “Mandatory”, “(M)” "Mandatory Scored" "(MS)", or "Mandatory Optional" "(MO)", in this section. Items labeled "Desirable Scored" "(DS)" or "Optional" "(O)" are optional.

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

1. (M) Sections labeled as “Mandatory”, “M”, Mandatory Scored, or "MS" are not negotiable. To be considered responsive to these requirements, all such requirements must receive a response from the Bidder. Failure to respond to any Mandatory or Mandatory Scored requirement where indicated shall result in a “fail” for that requirement.

2. (DS) Sections labeled “Desirable Scored” or "DS" are not required to be offered by the Bidder in order to be responsive with the solicitation requirements. The Bidder may choose whether to meet requirements labeled as (DS). However, if a Bidder offers any of these (DS) requirements, the Bidder must meet the minimum requirements as stated in the section. The State will review responses to (DS) requirements and apply 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 Officers.

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. 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. Contractor is solely responsible for any payments to or claims made by subcontractors. 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 following:

- General Provisions - Telecommunications (Revised and Effective 6/6/2025)

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 General Provisions' 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 NOTIFICATION

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 (M)

ATTACHMENT 23: APPENDIX 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 ATTACHMENT 23: APPENDIX A - STATEMENT OF WORK.

3.2.11.1. INSURANCE COVERAGE

In accordance to SECTION 24. 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 Bidder must certify that it is aware of the provisions of §3700 of the California Labor Code which requires every employer to be insured against liability for workers’ compensation or to undertake self-insurance in accordance with the provisions of that Code, and that it will comply with such provisions before commencing with the performance of work of this Contract. ATTACHMENT 8: WORKERS' COMPENSATION CERTIFICATION must be completed and submitted with an original signature with the Bidder's proposal

The prime Contractor shall furnish the State with satisfactory evidence of insurance per SECTION 24. Insurance Requirements within ten (10) calendar days of Contract award.

3.2.12. 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

3.2.12.1. BIDDER'S PREFERENCE AND INCENTIVE DECLARATION

The Bidder must complete and submit ATTACHMENT 10: BIDDING PREFERENCES AND INCENTIVES, with its proposal. The Bidder must indicate on ATTACHMENT 10: BIDDING PREFERENCES AND INCENTIVES whether it is or is not claiming each preference and/or incentive.

3.2.12.2. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM

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/Services/Page-Content/Procurement-Division-Services-List-Folder/Apply-for-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise

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 11: 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.

3.2.12.2.1. 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 10: BIDDING PREFERENCES AND INCENTIVES;
3. ATTACHMENT 11: DVBE DECLARATIONS; and,
4. ATTACHMENT 12: COMMERCIALLY USEFUL FUNCTION (CUF) CERTIFICATION.

3.2.12.3. CERTIFIED SMALL AND MICROBUSINESS PROGRAM

The Small Business (SB) Participation Goal Program for State contracts are established in Government Code (GC), 14838.

Information regarding the SB Requirements may be viewed at:

https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Apply-for-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise

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.

3.2.12.3.1. SB PARTICIPATION REQUIREMENT (M)

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. The definition of nonprofit veteran service agencies qualifying as a SB is contained in §999.50 et seq. of the Military and Veterans Code.

The Bidder's response **must include a minimum SB participation 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 10: BIDDING PREFERENCES AND INCENTIVES; and,
3. ATTACHMENT 12: COMMERCIALLY USEFUL FUNCTION (CUF) CERTIFICATION.

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

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

3.2.12.3.2. **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 10: BIDDING PREFERENCES AND INCENTIVES; and,

3. ATTACHMENT 12: COMMERCIALLY USEFUL FUNCTION (CUF) CERTIFICATION.

3.2.12.4. 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 12: 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 12: 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.

3.2.12.5. 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 required applications/forms listed with its proposal as ATTACHMENT 24: TACPA PREFERENCE REQUEST FORMS. The Bidder's proposal may omit these 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

This subsection contains the mandatory qualifications pertaining to the required services that must be met in order to be considered responsive and responsible to this RFP. In addition to meeting these requirements, the Respondent must adhere to the SOW requirements described in ATTACHMENT 23: APPENDIX A - STATEMENT OF WORK.

3.3.1. BIDDER QUALIFICATIONS (M)

The Bidder must complete and submit as part of the proposal response, ATTACHMENT 14: BIDDER QUALIFICATIONS FORM, to confirm that the Bidder's experience meets all the mandatory requirements identified in ATTACHMENT 14: 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 13: BIDDER QUALIFICATIONS FORM - INSTRUCTIONS for further requirements and instructions.

The Bidder must provide information for a minimum of two (2) projects. A separate ATTACHMENT 14: BIDDER QUALIFICATIONS FORM must be submitted for every project used to meet the mandatory required experience. Any given project may meet multiple requirements, but at least two (2) projects and not more than five (5) projects must be provided to meet the requirements in ATTACHMENT 14: BIDDER QUALIFICATIONS FORM. If more than five (5) Bidder Qualification Forms are submitted, only the first five (5) in the order presented in the proposal will be evaluated.

Unless stated otherwise, experience must have occurred within five (5) years prior to the Release of Solicitation for all projects and must have been completed in the United States of America. Points will be awarded based on desirable experience in accordance with SECTION 6. EVALUATION.

3.3.2. BIDDER REFERENCES (M)

The Bidder must complete and submit as part of proposal, ATTACHMENT 15: BIDDER REFERENCE FORM for each of the projects cited on the corresponding ATTACHMENT 14: BIDDER QUALIFICATIONS FORM.

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 their 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.

ATTACHMENT 15: BIDDER REFERENCE FORM must be completed in its entirety and dated by a reference that performed a management or supervisory role on the reference project to be considered responsive. The ATTACHMENT 15: BIDDER REFERENCE FORM must be returned to the Bidder for submission with proposal. 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 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. References must be external to a Bidder's organization and corporate structure. 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.
- Amendments to contracts shall not be considered separate and distinct contracts and cannot be used as separate projects.
- Must be able to provide an objective evaluation of the proposed Bidder and/or Key Staff's performance.

Prior to the Bidder using a current State employee as a reference, the Bidder shall contact the State Procurement Officers identified in SECTION 2.2.1. PROCUREMENT OFFICERS, 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.

3.3.3. KEY STAFF QUALIFICATIONS (M)(DS)

The Bidder is fully responsible for all necessary staffing resources to successfully implement the Consulting Services within the agreed-upon schedule and to perform all required deliverables as set forth in the SOW. The Bidder's staff may be comprised of Contractor Key Staff and any non-Key Staff that the Bidder requires to implement the Solution. Non-Key Staff will be at no 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 proposed Key Staff possess the experience and qualifications as specified for their project role. Refer to ATTACHMENT 16: KEY STAFF QUALIFICATIONS FORM – INSTRUCTIONS for further requirements and instructions.

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 SOW.

The Bidder's proposed Key Staff must meet all mandatory qualification requirements. All experience used to meet the mandatory requirements must have occurred within the last eight (8) years from the Release of Solicitation. Points will be awarded to Bidders that meet the criteria set forth in the desirable experience qualifications as specified in SECTION 6. EVALUATION.

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 ATTACHMENT 16.2: KEY STAFF REFERENCE FORM for each of the projects cited on the corresponding Key Staff Qualifications Form.

The purpose of the Key Staff reference requirement is to provide the State the ability to evaluate the proposed Key Staff's experience in providing similar or relevant services to other organizations through a satisfaction rating provided by the Key Staff'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. 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.
- A contract and all amendments to it 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.

Prior to the proposed Key Staff person using a current State employee as a reference, the Bidder shall contact the State Procurement Officers identified in SECTION 2.2.1. PROCUREMENT OFFICERS, 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 solution 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 ATTACHMENT 23: APPENDIX A - STATEMENT OF WORK.

Bidders shall disclose to CPUC whether they have had cost models filed in federal or state rulemakings in support of a trade association or technology, which may create a perception of bias. If CPUC determines that there is any perceived bias, the Bidder may be disqualified.

3.4.1. UNDERSTANDING AND APPROACH

The Bidder must submit their Understanding and Approach as ATTACHMENT 17: NARRATIVE RESPONSE of their response to the RFP.

Bidders must provide a narrative describing their understanding and approach to the performance of the work described in this RFP and SECTION 9. Project Tasks/Deliverables

In preparing the response to the Understanding & Approach, do not simply restate or paraphrase information in this RFP and the SOW. The Bidder shall describe or demonstrate, in their own words, the information required, as described below. Simply restating or paraphrasing the information in this RFP will result in zero (0) points being awarded.

Narratives shall explain how deliverables stated in SECTION 9. Project Tasks/Deliverables will be executed. The response to the SECTION 9. Project Tasks/Deliverables, must be completed, and the Bidder must submit ATTACHMENT 17: NARRATIVE RESPONSE. For Deliverable #1 the Bidder must note that they have the access to procure, and agrees to provide CPUC with a Broadband Serviceable Location Data License Agreement, with the parameters stated in Part 2 Section 9:

1. A point-by-point response to all items and sub-items included in SECTION 9. Project Tasks/ Deliverables of this RFP. Font size shall be Century Gothic twelve (12) and single-spaced.
    a. Response should be a narrative or bulleted list that provides a response on how the bidder would meet or satisfy each deliverable. Responses that simply restate each of the deliverables may result in a score of zero (0).
    b. Identify the Deliverable Number and Deliverable Title above the Narrative response for each Deliverable.
    c. Describe the approach, methodology and strategies the Bidder will use to complete each deliverable.
    d. Schedule a timeline for each deliverable, for the project duration, and include any sub-tasks to complete the deliverables and due dates for each deliverable.

2. The response shall not exceed one hundred (100) pages total.

Note: It is the Bidder's responsibility to ensure that their narrative response to each deliverable requirement is met in full and addressed herein for the State to determine compliance with the deliverable requirements. If the State cannot determine that the Bidder's Understanding and Approach meets the State's needs, the Bidder's offer may be deemed non-responsive.

4. COST

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

This is a time and materials-based contract. All services rendered under the resulting agreement are on a time and materials basis and the Bidder is responsible for performing all tasks and responsibilities and providing all services identified in the resulting agreement at the rates provided on EXHIBIT A: COST WORKBOOK. The hourly rates for these services included in EXHIBIT A: COST WORKBOOK are those that the Bidder must provide for the term of the Contract as identified in the SOW, which includes all costs for the optional year(s). All Bidders must provide individual costs as indicated in the cost worksheet and submit with its offer response.

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 RFP, will be at no additional cost to the State.

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 Bidders are advised that failure to comply with the instructions, such as submission of an incomplete offer, use of alternative cost structures or different formats than the one required, may be the basis for rejection of the Bidder's offer.

4.1. COST WORKBOOK (MS)

The Bidder must submit a completed EXHIBIT A: COST WORKBOOK separately 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 A: COST WORKBOOK are those that the Bidder must provide for the term of the Contract as identified in the ATTACHMENT 23: APPENDIX A - STATEMENT OF WORK, which includes all optional years.

4.2. COST WORKBOOK INSTRUCTIONS

The Cost Workbook includes multiple cost worksheets that must be completed by the Bidder and submitted with its Final Cost 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.

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 BFAA.

See SECTION 5.3. DELIVERY OF SUBMITTALS for details surrounding the Cost Workbook submission.

Unless specified, all other fields must not be modified. 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. Cells highlighted in yellow, indicate the cells in which the Bidders must enter the corresponding information.

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

4.3. SALES TAX

Sales tax is not to be included in EXHIBIT A: 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 A: COST WORKBOOK in the appropriate cost folder.
- The Bidder's EXHIBIT A: COST WORKBOOK file shall be titled with the [*Bidder's Name*] and Project Name - *[CPUC 23ITS0639 - EXHIBIT C: 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 Officers prior to the last day to submit responses. **Do not upload compressed files (.zip files) onto the file-sharing site.**

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 #
    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.**
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 site folder.
8. As stated in SECTION 2.5.5. 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
2. ATTACHMENT 2: INTENT TO BID FORM
3. ATTACHMENT 3: FOLLOW-ON CONTRACT DISCLOSURE FORM
4. ATTACHMENT 4: COVER LETTER FORM
5. ATTACHMENT 5: RESPONSE TO ADMINISTRATIVE REQUIREMENTS
6. ATTACHMENT 6: CONFIDENTIALITY STATEMENT FORM
7. ATTACHMENT 7: BIDDER DECLARATION GSPD 05-105
8. ATTACHMENT 8: WORKERS' COMPENSATION CERTIFICATION
9. ATTACHMENT 9: BOND AND OTHER SECURITY DOCUMENTS
10. ATTACHMENT 10: BIDDING PREFERENCES AND INCENTIVES
11. ATTACHMENT 11: DVBE DECLARATIONS

12. ATTACHMENT 12: COMMERCIALLY USEFUL FUNCTION (CUF) CERTIFICATION (if applicable)
13. ATTACHMENT 14: BIDDER QUALIFICATIONS FORM
14. ATTACHMENT 15: BIDDER REFERENCE FORM
15. ATTACHMENT 16.1: KEY STAFF QUALIFICATIONS FORM
16. ATTACHMENT 16.2: KEY STAFF REFERENCE FORM
17. ATTACHMENT 17: NARRATIVE RESPONSE
18. ATTACHMENT 24: TACPA PREFERENCE REQUEST FORMS

5.4.2. VOLUME 2: COST

This volume must contain: EXHIBIT A: COST WORKBOOK

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.

6.1. EVALUATION TEAM

This procurement is being conducted under the guidance of Procurement Officers from CDT OSTP (refer to SECTION 2.2.1. PROCUREMENT OFFICERS). 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 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, qualification, and solution requirements, with the remaining fifty percent (50%)~~-~~ being allocated for Cost. The evaluation methodology and distribution and allocation of maximum possible points 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 by consensus of the Evaluation Team members.

There are seventy-two~~eighty~~ (72~~80~~.00) points available (36~~40~~.00 non-cost points, and 36~~40~~.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

RFP Section Title	Scoring
Administrative Assessment	
Cover Page	Pass/Fail
Table of Contents	Pass/Fail
Follow-On Contract Disclosure Form	Pass/Fail
Response to Administrative Requirements	Pass/Fail
Confidentiality Statement Form	Pass/Fail
Bidder Declaration	Pass/Fail
Disabled Veteran Business Enterprise (DVBE) Declarations, if applicable	Pass/Fail
Commercial Useful Function (CUF), if applicable	Pass/Fail
Bidding Preferences and Incentives	Pass/Fail
Respondent’s Proof of SB and/or DVBE, if applicable	Pass/Fail
Qualification Requirements	
Bidder Qualification	Pass/Fail
Bidder Qualification References	Pass/Fail
Key Staff Qualifications — Mandatory	Pass/Fail
Key Staff Qualifications — Desirable	20
Key Staff References	Pass/Fail
Solution Requirements	
Understanding & Approach	16~~20~~
Cost Assessment	
Cost	36~~40~~

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 2.5.1. IDENTIFICATION AND CLASSIFICATION OF SOLICITATION REQUIREMENTS.

6.2.2. ERRORS IN THE FINAL 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 will 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.

6.3. ADMINISTRATIVE 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.

6.4. QUALIFICATION EVALUATION

All SECTION 3.3. QUALIFICATION REQUIREMENTS labeled with (M) are mandatory, whereas Qualification Requirements labeled with (DS) 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 Qualification Requirements.

Qualification Requirements will be evaluated as a Pass/Fail and, for (DS) requirements, 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.

6.4.1. BIDDER QUALIFICATIONS EVALUATION

The State will evaluate Bidder qualifications using the information contained in the completed ATTACHMENT 14: 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 01/01/ 25 through 04/15/2025. The Bidder or Key Staff member would only be credited with 3.5 months of experience.

If a project end date is ongoing or exceeds the Last Day to Submit Final Proposal, then the Bidder will receive credit for only the experience acquired up to the Last Day to Submit Final Proposal in SECTION 2.3. KEY ACTION DATES . In this instance, Bidders are instructed to use the Last Day to Submit Final Proposal date 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 a minimum number of years' experience is required and ~~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.

Mandatory Bidder Requirements are scored Pass/Fail.¶

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.

6.4.2. BIDDER REFERENCES EVALUATION

The State will evaluate the Bidder's references using the information provided in each ATTACHMENT 15: 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.

Reference scores will be calculated on a Pass/Fail basis. The lack of a response to any question or a rating of "0" (Unsatisfactory) on any Bidder Reference Form may be considered non-responsive and 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.

6.4.3. 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 Last Day to Submit Final Proposal, 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.

Bidders that fail to submit a completed Key Staff Qualification form together with all required completed corresponding Key Staff reference forms may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

For each Key Staff, the Evaluation Team will first evaluate the completed ATTACHMENT 16: KEY STAFF QUALIFICATIONS FORM – INSTRUCTIONS for compliance with the instructions specified in the form and in SECTION 3.3.3. KEY STAFF QUALIFICATIONS (M)(DS). The State will evaluate Key Staff experience and award points as applicable using the Bidder's response to the mandatory and desirable requirements.

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

Below are the Evaluation Criteria for the Desirable Key Staff Requirements. Each evaluation team member will score each response item and then all individual scores will be added together and divided by the number of evaluators. Example: Three scores are 5, 3, and 4 added together equal 12, and for this example only, assume there are 3 evaluators. 12 divided by 3 equals 4. The proportion would be 4/5=0.80. For an item that is worth a maximum of 25 points, the score would be 0.80*25 =20 points.

Mandatory Key Staff Requirements are scored Pass/Fail. Desirable Key Staff Requirements will be scored as noted above and shown below:

KEY STAFF REQUIREMENT CRITERIA	
A numerical scale with "0" being the lowest value and "5" being the highest value.	
Evaluation Criteria	**Score**
Significantly exceeds requirements, clearly concisely presented, and logically organized.	5
Somewhat exceeds requirements, clearly concisely presented, logically organized and well-integrated.	4
Meets requirements, acceptably presented, and organized .	3
Somewhat less than meeting requirements, less than acceptably presented, and/or somewhat unorganized.	2
Significantly less than requirements, requirements not fully addressed.	1
Not addressed or failed to answer the question appropriately.	0

6.4.4. KEY STAFF REFERENCES EVALUATION

The Bidder must complete and submit a minimum of two (2) ATTACHMENT 16.2: KEY STAFF REFERENCE FORM 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 Bidder's Final Proposal. Proposals that do not include the required Key Staff reference forms shall be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

The Evaluation Team may 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 and, if applicable, Desirable Scored (DS) experience. If the State is unable to validate that 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. If the State is unable to validate that the claimed experience meets the applicable Desirable Scored (DS) experience, points will not be awarded.

References will be scored based upon the ratings provided by the reference(s). Any conflicting information may result in the offer being deemed non-responsive.

Reference scores 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 Key Staff Reference Form may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

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

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.

6.5. SOLUTION REQUIREMENTS EVALUATION

SECTION 3.4. SOLUTION REQUIREMENTS labeled with (M), (MS), and (MO) are mandatory, whereas Solution Requirements labeled with (DS) and (O) are optional. Bidders are not required to respond to optional requirements. The State Evaluation Team will confirm 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.

6.5.1. UNDERSTANDING AND APPROACH EVALUATION

The table below shows the points assigned to each of the questions listed in ATTACHMENT 17: NARRATIVE RESPONSE. The maximum number of points available is sixteen~~twenty~~ (16~~20~~).

Requirement #	Type	SOW Reference	Requirement	Maximum Points Available
1	MS	SECTION 9. Project Tasks/ Deliverables, Deliverable 1	BSLF Data	Pass/Fail
2	MS	SECTION 9. Project Tasks/Deliverables, Deliverable 2	Update Model	6
3	MS	SECTION 9. Project Tasks/Deliverables, Deliverable 3	Financial Operations	6
~~4~~	~~MS~~	~~SECTION 9. Project Tasks/Deliverables, Deliverable 4~~	~~Broadband Equity Access and Deployment Program~~	~~4~~
4~~5~~	MS	SECTION 9. Project Tasks/Deliverables, Deliverable 4~~5~~	Program Data Repository and Planning and Analytics Application	4

Below are the evaluation criteria for the Narrative Response Requirements. Each evaluation team member will score each narrative response item and then all individual scores will be added together and divided by the number of evaluators. Example: Three scores are 5, 3, and 4 added together equal 12, and for this example only, assume there are 3 evaluators. 12 divided by 3 equals 4. The proportion would be 4/5=0.80. For an item that is worth a maximum of 25 points, the score would be 0.80*25 =20 points.

NARRATIVE RESPONSE REQUIREMENTS CRITERIA		
Scoring Criteria	**Rating**	**Percentage of Points Possible**
• The response fully meets the Narrative requirements. • The Bidder has demonstrated a complete understanding of the required Narrative and has provided a complete approach to meeting the requirements.	Fully Meets	100%
• The response mostly addresses the Narrative requirements. • The Bidder has demonstrated more than partial, but less than full understanding of the Narrative requirement. The omission(s), flaw(s), or defect(s), if any, are inconsequential.	Mostly Meets	75%
• The response partially addresses the Narrative requirements. • The Bidder has demonstrated only a partial understanding, but less than full understanding, of the Narrative requirement. The omission(s), flaw(s), or defect(s), if any, are inconsequential.	Partially Meets	50%
• The response minimally meets the Narrative requirements. • The Bidder has demonstrated less than partial understanding of the Narrative requirements. The omission(s), flaw(s), or defect(s), if any, are consequential, where Evaluation Team cannot deduce an overall competency.	Minimally Meets	25%
• The response fails to address the Narrative requirements. The Bidder has either not included a response to the requirement or demonstrates a lack of understanding of the Narrative requirements. The omission(s), flaw(s), or defect(s) are significant.	Does Not Meet	0%
• The Bidder provides a clear narrative on their ability to procure a license.	Pass	-

NARRATIVE RESPONSE REQUIREMENTS CRITERIA		
• The Bidder does not provide a clear narrative on their ability to procure a license.	Fail	-

6.6. 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 will remain unopened.

If a Bidder's Cost Workbook fails to meet the password protection requirement, the State may consider the Bidder to be non-responsive and may reject the Bidder's proposal.

The Total Cost points are weighted at fifty percent (50%) of the maximum available points for this solicitation.

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 A: 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 Notification of 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 other than in EXHIBIT A: COST WORKBOOK; otherwise, the Bidder may be considered non-responsive and the State may reject its proposal.

6.6.1. 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 FINAL PROPOSAL. After costs have been verified for accuracy, the Bidder with the lowest proposed Total Cost will receive the maximum score of thirty-six~~forty~~ (36~~40~~) 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 thirty-six~~forty~~ (36~~40~~) points, as shown in Table 6.6.1-1 below:

Table 6.6.1-1: Bidder Total Cost Score Formula

(Lowest proposed Total Cost) / (Bidder's proposed Total Cost)	X 36~~40~~ points = Bidder Total Cost score

The total evaluated cost score calculation in Table 6.6.1-2, Example of Bidder Total Cost Score Calculation illustrates that Bidder C proposed the lowest Total Cost and received the maximum points possible.

Table 6.6.1-2: Example of Bidder Total Cost Score Calculation

BIDDER	BIDDER'S TOTAL COST	CALCULATION				BIDDER'S TOTAL COST SCORE
A	$500,000	($300,000 / $500,000)	X	36~~40~~ points	=	21.6~~4~~ points
B	$400,000	($300,000 / $400,000)	X	36~~40~~ points	=	27~~30~~ points
C	$300,000	($300,000 / $300,000)	X	36~~40~~ points	=	36~~40~~ points

NOTE: Point values in this example explain the calculations and have no other significance.

6.7. 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 6.9-1 Final Score and Rank Determination 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 6.7-1, Example of Bidder Total Proposal Score Calculation.

Table 6.7-1: Bidder Total Proposal Score Calculation

BIDDER	BIDDER'S TOTAL NON-COST SCORE		BIDDER'S TOTAL COST SCORE		BIDDER'S TOTAL PROPOSAL SCORE
A	2,200.00 points	+	1,740.00 points	=	3,940.00 points
B	2,750.00 points	+	2,175.00 points	=	4,925.00 points
C	2,900.00 points	+	2,900.00 points	=	5,800.00 points

NOTE: Point values in this example explain the calculations and have no other significance.

6.7.1. 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 6.7.1-1 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 6.7.1-1 below is an illustration of this calculation. For purposes of this example only, the total possible points are 5,800:

Table 6.7.1-1: DVBE Participation Incentive Formula

CONFIRMED DVBE PARTICIPATION	DVBE INCENTIVE PERCENTAGE	DVBE INCENTIVE POINTS
≥ 5%	5%	290.00 (5,800 x .05)

CONFIRMED DVBE PARTICIPATION	DVBE INCENTIVE PERCENTAGE	DVBE INCENTIVE POINTS
4% - 4.99%	4%	232.00 (5,800 x .04)
3.% - 3.99%	3%	174.00 (5,800 x .03)
<3%	0%	0.00

NOTE: Point values in this example explain the calculations and have no other significance.

6.7.2. 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 3.2.12.3. CERTIFIED SMALL AND MICROBUSINESS PROGRAM and 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 6.7.2-1, 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 for this example only is (5,800.00 points) x (.05) = 290.00 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 6.7.2-1: 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	3,940.00 points	Yes	No	290.00 points
B	4,925.00 points	No	Yes	290.00 points
C	5,800.00 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 6.7.2-1, Bidder C has the highest non-small business score.

6.8. BIDDER FINAL SCORE CALCULATION

The evaluation team will calculate the Bidder’s final score. Table 6.8-1, Bidder Final Score Calculation, illustrates the Bidder’s final score that incorporates both preference and incentive points:

Table 6.8-1: Bidder Final Score Calculation

BIDDER	BIDDER TOTAL PROPOSAL SCORE	SMALL BUSINESS PREFERENCE POINTS AWARDED	VERIFIED DVBE %	DVBE INCENTIVE POINTS AWARDED	BIDDER FINAL SCORE
A	3,940.00 points	290.00 points	3%	174.00 points	4,230.00 points

B	4,925.00 points	290.00 points	4%	232.00 points	5,215.00 points
C	5,800.00 points	0.00 points	5%	290.00 points	6,090.00 points

NOTE: Bidder's final score calculation in Table **6.8**-1 is an example that explains the calculations and has no other significance.

6.9. 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 6.9-1 demonstrates how the final ranking determination is made:

Table 6.9-1: Example of Final Score and Rank Determination

REQUIREMEN T	MAX SCORE	BIDDER A	BIDDER B	BIDDER C
Administrative Requirements	Pass/Fail	Pass	Pass	Pass
Bidder Qualifications - Mandatory	Pass/Fail	Pass	Pass	Pass
Bidder Reference	Pass/Fail	Pass	Pass	Pass
Bidder Reference	Pass/Fail	Pass	Pass	Pass
Understanding & Approach	20.00	20.00	20.00	20.00
Requirements for Proposed Key Staff - Mandatory	Pass/Fail	Pass	Pass	Pass

Requirements for Proposed Key Staff - Desirable	20.00	18.00	16.00	15.00
Key Staff Reference Forms	Pass/Fail	Pass	Pass	Pass
Total Non-Cost Score	40.00	38.00	36.00	35.00
Total Cost Score	40.00	39.95	39.97	40.00
TOTAL PROPOSAL SCORE	80.00	77.95	75.97	75.00
Initial Rank (Before preferences and incentives)		**1**	**2**	**3**
Cost Worksheet ($)	$6,000,000.00	$6,008,000.00	$6,005,000.00	$6,000,000.00
DVBE Participation claimed	Yes/No; %	3%	4%	5%
DVBE Incentive Amount	300,000.00	180,000.00	240,000.00	300,000.00
Small Business claimed	Yes/No	Yes	No	No
Small Business Preference Points	300,000.00	300,000.00	0.00	0.00
Total Cost Score with Incentives ($)	5,400,000.00	5,528,000.00	5,765,000.00	5,700,000.00
Total Cost Score with Incentives (Points)	40.00	40.00	38.36	38.79

BIDDER FINAL SCORE	80.00	**78.00**	**74.36**	**73.79.00**
FINAL RANK		**1**	**2**	**3**

Point values in this example explain the calculations and have no other significance.

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 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 date and time for the negotiations;
3. The procedures to be followed for negotiations; and
4. Request that Bidder confirm 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 OFFICERS. **Written questions and request for changes must be submitted in Microsoft Excel or Word version only**. 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 (M)(DS).”

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:

QUESTION/REQUEST FOR CHANGES FORM				
Q #	**Section/Document(s)**	**Page #**	**Question/Request for Change**	**Bidder's Rationale for Change Request**
1				
2				
3				
4				

ATTACHMENT 2: INTENT TO BID FORM

The Bidder should complete and submit this form per the instructions in Part 1, Section 2.2.3.

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.
◇	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.)*
◇	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 +template for and submit by the dates specified in +SECTION 2.3. KEY ACTION DATES.)*

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 2.5.9. 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. The Bidder hereby certifies that all information submitted in the eVAQ is true, correct, and complete as of the date of submission, and that such information is incorporated herein by reference and made a part of this bid. **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:	
Email:	
Signature:	
Date:	

ATTACHMENT 5: RESPONSE TO ADMINISTRATIVE REQUIREMENTS

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 23ITS0639 - 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 NOTIFICATION	☐ Yes ☐ No
SECTION 3.2.11. STATEMENT OF WORK (M)	☐ Yes ☐ No
SECTION 3.2.11.1. INSURANCE COVERAGE	☐ Yes ☐ No

RFP 23ITS0639 - ADMINISTRATIVE REQUIREMENTS	**Bidder Agrees Yes / No**
SECTION 3.2.12. 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: WORKERS' COMPENSATION CERTIFICATION

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

The undersigned in submitting this document hereby certifies the following:

I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with such provisions before commencing the performance of the work of this Contract.

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

ATTACHMENT 9: BOND AND OTHER SECURITY DOCUMENTS

In accordance with SECTION 2.5.6. BONDS, the Bidder must attach a copy of the required bond document with its proposal.

ATTACHMENT 10: 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 11: 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 Template 43: 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 11: DVBE DECLARATIONS

In accordance with SECTION 3.2.12.2. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM, 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 12: 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 ☐ N/A

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 13: BIDDER QUALIFICATIONS FORM - INSTRUCTIONS

The Bidder must complete ATTACHMENT 14: 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 14: BIDDER QUALIFICATIONS FORM must be completed for each project used to meet the mandatory (and if applicable, desirable) qualifications.

ATTACHMENT 14: BIDDER QUALIFICATIONS FORM will be used by the California Department of Technology to evaluate the Bidder's qualifications. The Bidder must specify the required experience in the pertinent row for each requirement in ATTACHMENT 14: 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 15: BIDDER REFERENCE FORM. This person must have been:

- 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.
- Amendments to contracts shall not be considered separate and distinct contracts and cannot be used as separate projects.
- Must be able to provide an objective evaluation of the proposed Bidder.

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 five (5) years prior to the Release of Solicitation due date, unless stated otherwise.
- For projects that are currently ongoing, experience will be calculated only for the work performed up to the Release of 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 when a minimum number of years is required.

Note: It is the Bidder’s responsibility to ensure that each mandatory (and if applicable, desirable) 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 (when required) for each of the mandatory experience requirements have been met, Bidder’s proposal may be deemed non-responsive.

ATTACHMENT 14: BIDDER QUALIFICATIONS FORM

The Bidder may use multiple projects to meet the total experience required for each mandatory experience and, if applicable, desirable experience. A separate form must be completed for each project cited.

<table>
<tr><th colspan="3">BIDDER QUALIFICATION FORM</th></tr>
<tr><td>1</td><td>Bidder:</td><td></td></tr>
<tr><td>2</td><td>Project Name:</td><td></td></tr>
<tr><td>3</td><td>Name of Company for whom the Project was completed:</td><td></td></tr>
<tr><td>4</td><td>Contact Name and Information of the Bidder's Reference:</td><td></td></tr>
<tr><td>5</td><td>Start Date (MM/DD/YYYY):</td><td></td></tr>
<tr><td>6</td><td>End Date (MM/DD/YYYY):</td><td></td></tr>
<tr><td>7</td><td>Project Description:</td><td></td></tr>
<tr><td>8</td><td>Bidder was Prime Contractor</td><td>☐ Yes
☐ No</td></tr>
<tr><td>9</td><td>Contract Amount:</td><td>$</td></tr>
<tr><td>10</td><td colspan="2">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 was met on this referenced project; or
• Check “Partial” if fewer than the total years of the experience was met on this referenced project; or
• Check “No” if none of the experience was met on this referenced project.

If "Partial" or "Yes" is checked, enter the years and/or months of “Experience gained on this referenced project” and describe the Bidder'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 project meets each of the minimum qualification components of the Mandatory Experience Requirement, as defined in each of the requirements.</td></tr>
</table>

Requirement Number	Classification	Qualifications
11	Mandatory (M)	Must include two (2) or more projects where B~~b~~idder has provided cost model services to a public entity or agency, where outputs of the model were published and/or made public.

Requirement Number	Classification	Qualifications
12	Mandatory (M)	Must also provide link(s) and/or documentation that can verify that the model outputs were published and/or made public. The links and/or documentation shall be provided as an attachment to the Bidder Qualification Form.

ATTACHMENT 15: BIDDER REFERENCE FORM

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

Instructions to Bidder: Complete Part A, items 1-8 of this form, attach the corresponding ATTACHMENT 14: BIDDER QUALIFICATIONS FORM and send to references to complete Part B, items 10-12 and Part C. 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 14: BIDDER QUALIFICATIONS FORM.

Instructions to the Bidder's Reference: Complete Part B, items 10-12 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 14: 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 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 = Satisfactory, 2 = Excellent

PART B: TO BE COMPLETED BY BIDDER'S REFERENCE		
	Circle only one number for each question below. A '0' answer may result in Bidder/ company disqualification and therefore may be cause for rejection of the proposal.	
10	How would you rate the Bidder's overall performance?	0 1 2
11	How would you rate the Bidder's effectiveness at communicating (orally and in writing) with project members and stakeholders?	0 1 2
12	How would you rate the Bidder's effectiveness in dealing with conflicting priorities?	0 1 2

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 14: 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.

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

PART C: TO BE COMPLETED BY BIDDER'S REFERENCE

ATTACHMENT 16: KEY STAFF QUALIFICATIONS FORM – INSTRUCTIONS

The Bidder must complete and submit each Key Staff Qualification 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 Key Staff Qualification Form must be completed for each project used to meet the mandatory (and if applicable, desirable) qualifications.

The Key Staff Qualification Form will be used by the State to evaluate Key Staff qualifications. The Bidder must specify the required experience in the pertinent row for each requirement in the Key Staff Qualification Forms. Use additional forms as needed to complete each response. Any conflicting information may result in the proposal being deemed non-responsive.

"Project" is defined as an individual effort or contract where the key staff played a role on the cited contract.

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:

- 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.
- A contract and all amendments to it 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.

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 must have occurred within the last eight (8) years from the Release of Solicitation, unless stated otherwise.
- For projects that are currently ongoing, experience will be calculated only for the work performed up to the Release of Solicitation date.

Box 8, Full-time/Part-time: Check the appropriate box for time proposed 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 staff's cited project.

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

Box 11, Instructions for documenting the years of experience gained from the project cited.

Note: It is the Bidder's responsibility to ensure that each mandatory (and if applicable, desirable) experience requirement is met in full and is addressed in the Key Staff qualification forms in order for the State to determine compliance with 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.

ATTACHMENT 16.1: KEY STAFF QUALIFICATIONS FORM

The Bidder may use multiple projects to meet the total experience required for each mandatory experience and, if applicable, desirable experience. Each cited project for each staff must be submitted separately on the appropriate form. It is incumbent upon the Bidder to provide enough detail in response for the State to evaluate the Bidder's proposed staff's ability to meet the requirements and perform the services as described in this solicitation and the +ATTACHMENT 26: APPENDIX A - STATEMENT OF WORK. .

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 was met on this referenced project; or • Check “Partial” if fewer than the total years of experience was met on this referenced project; or • Check “No” if none of the experience was met on this referenced project. 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. Simply repeating the requirement in the “Description of services provided” field will not be a passing answer.

Requirement Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
12	Mandatory (M)	At least three (3) years of experience with the Broadband Serviceable Location Fabric: parcel data, land use or tax data, licensing, updates, development, use, and/or related activities. Related activities mean experience in the analysis of telephone infrastructure, electrical line installation, or other public infrastructure projects with similar factors (named above) as broadband installation.	3 years	☐ Yes ☐ No ☐ Partial Yr. ___ Mo.___
	Provide a description of the work performed on the cited project and how it			

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

Requirement Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
13	Mandatory (M)	At least five (5) years of experience working with GIS and census data. In this context working with census data means engaging with, analyzing, and utilizing information collected by the U.S. Census Bureau, primarily for research, planning, and decision-making. This can involve various activities, from collecting data through surveys and administrative records to analyzing and interpreting that data for specific purposes.	5 years	☐ Yes ☐ No ☐ Partial Yr. ___ Mo.___
	Provide a description of the work performed on the cited project and how it meets this requirement:			

Requirement Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
14	Desirable Scored (DS) (5 points)	At least five (5) years of experience developing and updating cost and network models, which must include knowledge of, and how to access, federal cost models (including the Connect America Cost Model and National Telecommunications Information Administration cost modeling data licensed to states). For example, having experience in policy work related to the development of one or more federal cost models, factors incorporated in the model, analysis or use of the model outputs would show that they have knowledge of federal cost models.	5 years	☐ Yes ☐ No ☐ Partial Yr. ___ Mo.___
	Provide a description of the work performed on the cited project and how it meets this requirement:			

Requirement Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
15	Desirable Scored	Three (3) or more years of experience working with one or more States on the	3 years	☐ Yes ☐ No ☐ Partial

Requirement Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
	(DS) (5 points)	implementation and interpretation of Federal and State broadband policies.		Yr. ___ Mo.___
	Provide a description of the work performed on the cited project and how it meets this requirement:			

Requirement Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
16	Desirable Scored (DS) (5 points)	Five (5) years of experience assembling and authoring responsive, detailed, and up-to-date (within 5 years from the Release of Solicitation Date) technical papers on relevant communication topics. These papers must deal with modern technology, be relevant to home broadband adoption, and the conclusion should be well-reasoned. i. A responsive technical paper in this context would directly concern broadband and other internet deployments, especially with context related to state and local	5 years	☐ Yes ☐ No ☐ Partial Yr. ___ Mo.___

Requirement Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
		government grant programs. ii. “Relevant” in this context means papers address residential broadband deployment to match the goals of the program. iii. "Detailed" work product in this context could include statutory citations, quotes from legislation, published data, data dictionaries, and related materials. A proposed resource must provide two (2) samples of white papers or technical papers, from within the last five (5) years from Release of Solicitation due date, demonstrating the experience requested. Any papers outside of the last five (5) years can be submitted and will be considered and Bidder's score for the Desirable will be weighted accordingly.		
	Provide a description of the work performed on the cited project and how it meets this requirement:			

<table>
<tr><th>Requirement Number</th><th>Classification</th><th>Qualifications</th><th>Total Experience Required</th><th>Experience gained on this cited Project</th></tr>
<tr><td rowspan="2">17</td><td>Desirable Scored (DS)

(5 points)</td><td>Seven (7) years of experience with broadband and fiber consulting nationwide, within California, or with other states and/or government entities.</td><td>7 years</td><td>☐ Yes
☐ No
☐ Partial
Yr. ___ Mo.___</td></tr>
<tr><td colspan="4">Provide a description of the work performed on the cited project and how it meets this requirement:</td></tr>
</table>

ATTACHMENT 16.2: KEY STAFF REFERENCE FORM

Purpose: Based on the satisfaction ratings received from the proposed Key Staff's references, the State will use the ratings to score the 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 10-15 and Part C. 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.

Reference scores 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 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 10-15 of this form using the rating scale in the "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 Part C 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 the 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'SREFERENCE		
9	<u>Reference Satisfaction Rating:</u> Using the following scale to rate the Key Staff's overall performance on the services provided: 0 = Unsatisfactory, 1 = Satisfactory, 2 = Excellent Rate your satisfaction with the individual who provided the services described in the corresponding attached Key Staff Qualifications Form. Mark only one number for each question below (10–15). A "No" or "0" answer may result in Key Staff disqualification and therefore may be cause for rejection of the proposal. **Circle only one number for each question below.**	**Reference Ratings**
10	Can you confirm that the individual worked on the project as listed in item # 3?	**Yes No**
11	How would you rate the individual’s overall performance?	**0 1 2**
12	How would you rate the individual’s effectiveness at communicating (orally and in writing) with project members and stakeholders?	**0 1 2**
13	How would you rate the individual’s effectiveness in dealing with conflicting priorities?	**0 1 2**
14	How would you rate the individual's effectiveness to work in a team setting?	**0 1 2**
15	Would you recommend working with the individual?	**Yes No**

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.

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

ATTACHMENT 17: NARRATIVE RESPONSE

The Bidder must submit their Understanding and Approach as ATTACHMENT 17: NARRATIVE RESPONSE in their response to the RFP.

The response descriptions and explanations should be straightforward, detailed, and precise. Responses will be evaluated as stated in SECTION 6. EVALUATION.

Bidders must provide a narrative describing their understanding and approach to the performance of the work described in this RFP and SECTION 9. Project Tasks/Deliverables.

In preparing the response to the Understanding & Approach, do not simply restate or paraphrase information in this RFP and the SOW. The Bidder shall describe or demonstrate, in their own words, the information required, as described below. Simply restating or paraphrasing the information in this RFP will result in zero (0) points being awarded.

Narratives shall explain how deliverables stated in SECTION 9. Project Tasks/Deliverables will be executed. The response to SECTION 9. Project Tasks/Deliverables, must be completed, and the Bidder must submit ATTACHMENT 17: NARRATIVE RESPONSE that includes:

1. A point-by-point response to all items and sub-items included in SECTION 9. Project Tasks/ Deliverables of this RFP. Font size shall be Century Gothic twelve (12) and single-spaced.
    a. Response should be a narrative or bulleted list that provides a response on how the bidder would meet or satisfy each deliverable. Responses that simply restate each of the deliverables may result in a score of zero (0).
    b. Identify the Deliverable Number and Deliverable Title above the Narrative response for each Deliverable.
    c. Describe the approach, methodology and strategies the Bidder will use to complete each deliverable.
    d. Schedule a timeline for each deliverable, for the project duration, and include any sub-tasks to complete the deliverables and due dates for each deliverable.

2. The response shall not exceed one hundred (100) pages total.

Note: It is the Bidder's responsibility to ensure that their narrative response to each deliverable requirement is met in full and addressed herein for the State to determine compliance with the deliverable requirements. If the State cannot determine that the Bidder's understanding and approach meets the State’s needs, the Bidder's offer may be deemed non-responsive.

ATTACHMENT 18: KEY STAFF REPLACEMENT FORM

Change Order #:

Contract #:

Proposed Start Date:

Reason for Change:

Role:

Current Personnel

Name:

Hourly Rate:

Proposed Personnel

Name:

Hourly Rate:

Resume must be attached to this form.

Changes identified above are in accordance with the terms and condition of the Contract. By signing below, the Vendor Official has confirmed that the proposed staff meets the personnel classification requirements and any requirements listed in the SOW. The Contract Administrator's signature below indicates that he/she has confirmed that the proposed personnel staff meets the requirements listed in the SOW.

Agreed and accepted by:

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

ATTACHMENT 19: WORK AUTHORIZATION FORM

1. **INTRODUCTION**

   Work Authorization #: Deliverable/Task #:
   The purpose for this Work Authorization is [insert scope of the WA and justify the need].

2. **TASK DESCRIPTION** and **SCHEDULE**

The following table describes the work requested for this Work Authorization and defines the completion dates for the work.

#	Deliverable/Task Description of Work to be done	Completion Date

- Tasks must be completed before the completion date on the WA.
- If the completion date must be extended the Contractor must notify the CPUC Contract Manager prior to the completion date to prepare an addendum to the WA.
- Once the completion date passes the WA is considered expired and a new WA must be generated.

3. **COST ESTIMATES**

   Provides cost estimates for work identified in Section 2. Task Description and Schedule.

#	Resource Name	CMAS Labor Category	Hourly Rate	Estimated Hours	Estimated Cost
				TOTAL	

4. **WORK AUTHORIZATION ACCEPTANCE CRITERIA**

Clearly define the criteria that must be met for each Deliverable/Task identified in Section 2. Task Description and Schedule to be accepted by CPUC.

#	Acceptance Criteria

5. **APPROVALS**

	CPUC IT Contract Manager	**Contractor**
Name		
Job Title		
Date		
Signature		

ATTACHMENT 20: DELIVERABLE ACCEPTANCE DOCUMENT

Contractor Name:

CPUC Contract #:

Deliverable Acceptance #:

Month Work Completed:

Work Authorization #:

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.

Agreed and accepted by:

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

ATTACHMENT 21: GLOSSARY OF TERMS

Definitions, Acronyms, and Abbreviations

Term/Acronym	Definition
~~Broadband Equity Access and Deployment (BEAD) Program~~	~~A Federal program providing $42.45 billion to expand high-speed Internet access by funding planning, infrastructure deployment and adoption programs.~~
Broadband Funding Area Analysis (BFAA)	The contractor will occasionally be asked to provide data (service status, expected costs, and other statistics) for areas proposed for FFA Program grants.
Broadband Serviceable Locations (BSLs)	A broadband serviceable location (BSL) is “a business or residential location in the United States at which mass-market fixed broadband Internet access service is, or can be, installed.”
Broadband Serviceable Location Fabric (BSLF)	A set of data released annually from the Federal Communications Commission listing the locations and service status of locations in the United States of America. The FCC gathers data from mobile and fixed communications providers to give a clear picture of every location’s served status. CPUC uses this data to focus efforts on unserved and underserved locations.
California Middle Mile Broadband Initiative (MMBI)	A statewide initiative headed by the CDT to build an open-access broadband backhaul network across the state to encourage low-cost connections in areas that have previously either lacked broadband service, or competition.
Census Block Level	Data that the US Census Bureau collects at the block level, rather than in aggregate larger geographies.
Connect America Cost Model (CACM)	A tool used by the Federal Communications

Term/Acronym	Definition
	Commission (FCC) to estimate the cost of deploying and operating broadband networks, particularly in areas where it's expensive to provide service.
Engineering-Based	Actual, engineered, network designs – i.e., how much it would cost to design and build a network to the area in question
Federal Funding Account Funding Areas	Communities that are to be funded for broadband service by the program.
Geographical Informational Systems (GIS)	A computer system designed to capture, store, manipulate, analyze, and display all types of geographically referenced information
Greenfield Last-Mile Builds	Projects on previously undisturbed land (as opposed to, for example, in a developed city)
Key Staff	Individuals identified by the Contractor in Attachment 7. Staff Qualifications Form.
Last-Mile Providers	Providers that sell broadband service directly to consumers.
Middle-Mile Broadband Network (MMBN) (formerly known as Middle-Mile Broadband Initiative (MMBI))	A statewide initiative headed by the CDT to build an open-access broadband backhaul network across the state to encourage low-cost connections in areas that have previously either lacked broadband service, or competition.
National Telecommunications Information Administration	A Federal agency representing the Executive Branch in both domestic and international telecommunications and information policy activities.
Statewide Greenfield Builds	Projects based on an estimate without existing infrastructure. Compare to brownfield, which assumes the reuse of existing infrastructure.

Term/Acronym	Definition
Technology Availability Likelihood (TAL)	This metric indicates the statistical probability that a specific network technology is available to serve a specific geographic location, used extensively in FCC mapping and broadband infrastructure models to pinpoint unserved areas.

ATTACHMENT 22: CONFIDENTIALITY STATEMENT FORM (POST AWARD)

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

All personnel assigned to this project shall be provided a Confidentiality Statement and will be expected to sign and return it to the State’s Contract Manager before beginning work on this project.

As an authorized representative or corporate officer of the company named 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 Public Utilities Commission(CPUC) 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 in 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 and CPUC related to any procurement process, confidential and secure. I will not copy, give or otherwise disclose such information to any other person unless CDT or CPUC, as applicable, 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 the basis for civil and/or criminal penalties. I agree to advise the State's Contract Manager immediately in the event of an unauthorized disclosure, inappropriate access, misuse, theft or loss of data.

All materials provided for this Project, except where explicitly stated will be promptly returned or destroyed, as instructed by the State's Contract Manager. 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 State's Contract Manager 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.

The Contractor's Authorized Representative or Corporate Officer	
Contractor's/Firm Name:	

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

ATTACHMENT 23: APPENDIX A - STATEMENT OF WORK

1. Part 2 - Bidder Response

Request For Proposal RFP

23ITS0639

PART 2 – BIDDER RESPONSE

FOR

California Broadband Funding

Addendum 2 - July 9, 2026

Issued by:

STATE OF CALIFORNIA

California Public Utilities Commission

505 Van Ness Ave, 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 Final 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 addendums 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 (which constitute the Contract), the official State version of the solicitation in its entirety shall take

precedence.

STATEMENT OF WORK

2. Objective

Contractor [TBD] (hereinafter referred to as the “Contractor”) agrees to provide the California Public Utilities Commission (hereinafter referred to as the "CPUC" or “State”), Broadband Funding Area Analysis consulting services to assist the CPUC in meeting the mandates of Senate Bill (SB)156 (Chapter 112, Statutes of 2021).

The consulting services will be to establish the cost model, work directly with the CPUC to analyze specific areas, and to periodically update the cost model with new assumptions (i.e., changes in labor, materials, or situation-based analysis requiring an update to the model, such as a wildfire or other disaster destroying existing broadband infrastructure). The vendor will provide written work products that assist CPUC in developing future rule revisions for the program and CPUC will make the work products publicly available.

3. Background and Purpose

The Statutes of 2021 and subsequent rulemakings from the CPUC related to the Federal Funding Account ~~and the Broadband Equity Access and Deployment (BEAD)~~ program~~s~~ guide the deliverables described in this SOW. Deliverable~~s~~ 1 ~~and 4~~ directly supports Chapter 112, Section 7 of the Statutes of 2021. The Respondent who is awarded the Contract resulting from this RFP~~O~~ (Contractor) shall conduct analyses that utilize and update the California Broadband Cost Model and other criteria to develop proposed Last Mile Funding Areas that would provide service to a wider area. All deliverables directly support “Assisting in preparing definitive plans for deploying necessary infrastructure in each county, including coordination across contiguous counties.”

The California Broadband Cost Model was developed in 2019 and is periodically updated by the CPUC. The cost model is a tool to analyze the cost and revenue associated with broadband deployment throughout the state and for various analytical units (locations, census blocks, etc). The engineering-based bottom-up model considers factors such as housing density, materials cost, local labor costs, terrain, availability of existing infrastructure, among other factors to generate a figure for most locations in California. This model helps the CPUC and California policymakers evaluate the cost of policy proposals, and to evaluate the reasonableness of infrastructure cost estimates, bids, and contracts. The cost model can also be used to develop, in consultation with the vendor, bidding units or pre-packaged/presumed reasonable project areas, and to track and measure progress over time. Further, as needed, the vendor will assist broadband program applicants in understanding and using the cost model, assisting in the analysis of applications, and provide access to licensed data around the cost model, broadband locations, and other licensed datasets for the cost model.

On March 11, 2021, President Biden signed into law the American Rescue Plan Act of 2021, also called the COVID-19 Stimulus Package or American Rescue Plan. In total, this law is a $1.9 trillion economic stimulus plan that includes funds for states to deploy last-mile broadband Internet networks. Later in 2021, the California Legislature passed SB156, which combined Federal Funds from the American Rescue Plan and General Fund money to create the “Federal Funding Account,” a more-than $2 billion grant program to deploy broadband infrastructure in California. Governor Gavin Newsom signed broadband legislation in July 2021 to help bridge the digital divide and provide reliable and affordable internet access to all Californians. SB156 expands the State’s broadband fiber infrastructure and increases internet connectivity for families and businesses. ~~This is the goal of Broadband Equity Access and Deployment (BEAD) program.~~

The funding provides $3.25 billion dollars for an open-access statewide broadband middle-mile infrastructure, $2 billion for broadband last-mile infrastructure, and $750 million for a loan loss reserve to support local government broadband infrastructure development.

Among other actions, SB 156 creates a Federal Funding Account where these funds will be deposited and directs CPUC to allocate $2 million from this new account to implement a program to connect unserved and underserved communities by applicable federal deadlines. CPUC Decision 22-04-055 established the rules for use of these funds.~~¶~~

~~The BEAD Program is being implemented in California by the CPUC. Nationally, BEAD provides $42.45 billion to expand high-speed internet access by funding planning, infrastructure deployment and adoption programs in all 50 states and numerous territories. California has been allocated approximately $1.86 billion under BEAD based on the federal government's calculation of California's share of unserved locations nationally. The Governor designated the CPUC to serve as the recipient of and administering agent for the BEAD program for California.~~

4. Term of Contract

Effective upon approval of CDT, Office of Statewide Technology Procurement (Effective Date), the base term of the Contract is one (1) year.

The State, at its sole discretion, may exercise its option to execute two (2), one (1) year extensions at the originally agreed-upon hourly rates specified in this Contract, for a maximum Contract term of three (3) years.

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 exercise option year extensions. The Agreement is of no effect unless approved by CDT.

5. 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 12100. 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.

6. Location and Availability

Contractor remote work is preferred, but the location of work will be based on the Contractor's proposed approach and final negotiated Contract. The State retains the right to require Contractor to work onsite. If the Contractor is permitted to work remotely, access to the CPUC's equipment (cubicle, desk, desktop computer, phone, network cables, etc.) will not be available remotely. Access to the CPUC network will be available remotely through a Virtual Desktop Infrastructure account. The CPUC reserves the right to review each resource's ability to work remotely if the timely delivery of tasks and deliverables becomes an issue. In such cases, the State may require the Contractor or any Contractor resource to work onsite.

For work that is performed onsite, the Contractor shall perform all services at either 505 Van Ness Ave, San Francisco, CA 94102, or 400 R St, Sacramento, CA 95811, as directed by CPUC.

Contractor understands and agrees that time is of the essence for all work performed under this Contract. Contractor's failure to meet the timelines and/or deadlines set forth in this SOW may be grounds for termination of the Contract.

The Contractor shall provide services during regular State business hours (Monday through Friday, 8:00 AM to 5:00 PM, Pacific Time, excluding State Holidays), and at other times as agreed between the parties. Meetings shall be limited to this period. State Holidays are listed on the California Secretary of State website at the link below, and are subject to change:

https://www.sos.ca.gov/state-holidays

7. Contract Representatives

All notices required by or relating to this Contract shall be sent via email to the appropriate CPUC or Contractor official below. All notices shall be deemed duly given when sent.

The Project Representatives during the term of this Contract will be:

Contact	Role	Contact Information
TBD	CPUC Contract Manager	Phone: TBD Email: TBD
TBD	CPUC Contract Administrator	Phone: TBD Email: TBD
TBD	Contractor Contract Manager	Phone: TBD Email: TBD

If either CPUC or Contractor requires a change of contact, a written notification will be provided to the other party. Changes to party's contacts under this section will not require an amendment.

8. Key Staff Qualifications and Skills

The Contractor must provide Key Staff resources, each of whom meets the qualifications as specified below:

Mandatory Qualifications:

1. Fabric Expertise
    a. At least three (3) years of experience with the Broadband Serviceable Location Fabric: parcel data, land use or tax data, licensing, updates, development, use, and/or related activities.
        i. Related activities include experience in analysis of telephone infrastructure, electrical line installation, or other public infrastructure projects with similar factors (named above) as broadband installation.

2. GIS and Census Analysis Expertise
    a. At least five (5) years of experience working with GIS and census data.
        i. In this context working with census data means engaging with, analyzing, and utilizing information collected by the U.S. Census Bureau, primarily for research, planning, and decision-making. This can involve various activities, from collecting data through surveys and administrative records to analyzing and interpreting that data for specific purposes.

All mandatory experience must be within the last eight (8) years from the Release of Solicitation date.

Desirable Qualifications:

1. Cost Modeling and Network Analysis
    a. At least five (5) years of experience developing and updating cost and network models, which must include knowledge of, and how to access, federal cost models (including the Connect America Cost Model and National Telecommunications Information Administration cost modeling data licensed to states).
        i. For example, having experience in policy work related to the development of one or more federal cost models, factors incorporated in the model, analysis or use of the model outputs would show that they have knowledge of federal cost models.

2. Federal Policy and Regulatory
    a. Three (3) or more years of experience working with one or more States on the implementation and interpretation of Federal and State broadband policies.

3. Technical Expertise
    a. Five (5) years of experience assembling and authoring responsive, detailed, and up-to-date (within 5 years from the Release of Solicitation date) technical papers on relevant communication topics. These papers must deal with modern technology, be relevant to home broadband adoption, and the conclusion should be well-reasoned.
        i. A responsive technical paper in this context would directly concern broadband and other internet deployments, with context related to state and local government grant programs.
        ii. “Relevant” in this context means papers addressing residential broadband deployment to match the goal of the program as mentioned in SECTION 1.2. BACKGROUND.
        iii. "Detailed" technical papers in this context could include statutory citations, quotes from legislation, published data, data dictionaries, and related materials.

    b. A proposed resource must provide two (2) samples of white papers or technical papers, from within the last five (5) years, demonstrating the experience requested.

4. Telecommunications Expertise
    a. Seven (7) years of experience with broadband and fiber consulting nationwide, within California, or with other states and/or government entities.

9. Project Tasks/Deliverables

Table 9-1 below identifies the deliverables required under the terms of this Agreement to be completed by the Contractor and delivered to the State (Deliverables). The State reserves the right to request additional analyses and assessments, as needed. The Contractor may suggest the development of additional Deliverables in specific areas and within the scope of this project. Deliverables will be further defined using ATTACHMENT 19: WORK AUTHORIZATION FORM after Contract award.

For the Deliverables identified in the table below:

1. Cost models must be engineering-based.
    a. That is, based on actual, engineered, network designs – i.e., how much it would cost to design and build a network to the area in question. This is in opposition to estimates based on typical costs in the region.
    b. The Contractor will propose the methodology.
    c. All available and relevant technologies should be considered.

2. Provide a draft of the cost model within 90 days from the Effective Date, as well as draft results of additional work products, and incorporate, as appropriate, clarifications and written explanations that ensure the accuracy of work products.
3. Include California-specific factors, based on California-specific data, to account for costs in high fire threat areas, prevailing wages, and the State Middle-Mile Broadband Initiative locations.
4. Interoperable with the 2019 California Broadband Cost Model outputs (at the county level), and the 2023 California Investment Model and the Federal Funding Account funding areas, both at the census block level.
5. Interoperable with the Federal Communications Commission Connect America Fund (CAF) Cost Model~~ and the National Telecommunications Information Administration Broadband Equity Access (BEAD) and Deployment Cost Model~~.
    a. CAF model should be Alternative Connect America Cost Model.
    b. ~~BEAD and Notice Of Funding Opportunity should be proposed.~~

Table 9-1: Deliverables

Deliverables	Due Date
Deliverable 1 - BSLF Data	
The Contractor will provide licensing to the State of California for the Broadband Serviceable Location Fabric (BSLF) data, User Class Tier C, for one (1) year, with an option to extend the license for two (2) additional one (1) year terms. The option to extend is at the State's sole discretion and will require an amendment to the Contract. Contractor will produce views of the BSLF, and Technology Availability	Within 1 month after Effective Date

Deliverables	Due Date
Likelihood (TAL) data.	
Deliverable 2 - Update Model	
The Contractor is responsible for creating reports updating the California Broadband Cost Model, reflecting new data. This new information shall include Greenfield Last-Mile Builds and updates reflecting changes to the California Middle Mile Broadband Initiative (MMBI). The reports must contain: A. Updated cost model assumptions using Broadband Serviceable Locations (BSLs). B. Updated data regarding served/unserved provided by the CPUC. C. Updated information using data for the statewide Greenfield Builds and other necessary model modifications. D. Explanation of changes from the proceeding cost model version. E. Expert information on federal funding implementation in the context of the last mile funding areas.	Within 3 months after Effective Date
Deliverable 3 - Financial Operations	
The Contractor is responsible for developing pro forma financial analyses reports for last-mile providers based on proposed funding areas, which include the price of middle-mile services and other operational requirements from the middle-mile provider. After submission of each report, the Contractor will consult with CPUC to identify potential federal funding and information related to federal opportunities. Each report must contain: A. Middle-mile recommendations for last-mile providers for cost, capacity, services and other modeling assumptions (e.g., dark fiber runs available to regional points of presence). B. Pro-forma financial analyses and operational models to support proposed funding areas.	Within 3 months after Effective Date
~~**Deliverable 4 - Broadband Equity Access and Deployment Program**~~	

Deliverables	Due Date
~~The Contractor is responsible for providing support for the Broadband Equity Access and Deployment (BEAD) program, which is inclusive of, but not limited to the following:~~ A. ~~High-Cost Areas – provide expertise to help CPUC understand and interpret the existing high-cost model for California as it relates to BEAD eligible locations.~~ B. ~~Broadband Cost Model – update the cost model assumptions based on the BEAD unserved/underserved definition, data for the statewide Greenfield Builds and any other CPUC requested model modifications.~~	~~Within 3 months after Effective Date~~
Deliverable 4~~5~~ - Program Data Repository and Planning and Analytics Application	
The output of the Cost Model from the above Deliverables is intended to support network planning and applications for multiple funding entities. Includes access and, if determined to be necessary by CPUC, licensing at no cost to the State, for a network planning tool and analytics viewer for the CPUC, Chico State, the California Department of Technology and dedicated versions for proposed Federal Funding Account ~~and BEAD~~ applied-for areas. Licenses granted by the Contractor under this Deliverable must (1) include as authorized users: Licensee, their personnel, contractors, subcontractors, and all users deemed necessary by CPUC and (2) provide all necessary functionality.	Within 2 months after Effective Date

10. State's Roles and Responsibilities

CPUC Contract Manager shall:

A. Act as principal interface to the Contractor.
B. Communicate with the Contractor regarding work performance status.
C. Approve invoices for payment.
D. Process Work Authorizations (WAs) and Deliverable Acceptance Documents (DADs).
E. Review and resolve Contract issues not resolved at lower levels.
F. Determine if deliverables and functionality are achieved.
G. Manage the Contract schedule
H. Plan, guide, and oversee the day-to-day internal CPUC activities that support the Project.

CPUC Contract Administrator shall:

A. Act as the main point of contact for questions regarding Contract language.
B. Manage amendments and changes to Contract documents.

CPUC Responsibilities:

A. The CPUC shall designate a 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 SOW 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 reasonable access to departmental functional subject matter experts, stakeholders, and IT staff for interviews and meetings, as needed.
C. Provide reasonable access to department staff and management, offices and operation areas, as determined by CPUC to be required, to complete the Deliverables and activities defined under this Contract.
D. The CPUC shall provide the Contractor with materials and documentation related to this engagement, as deemed necessary by CPUC.

11. Contractor's Roles and Responsibilities

1. The Contractor shall provide CPUC a minimum of five (5) State business days for the State's timely review and approval of all information and documents provided by the Contractor in performing its obligations under this Contract.
2. The Contractor will provide its own equipment, tools, supplies, offices, support services, and proof of insurance necessary to perform the required duties.
3. The Contractor shall designate a primary contact person to whom all communications may be addressed and who has the authority to act on all aspects of the services.
4. A Contractor personnel who is denied remote work based on performance shall thereafter perform their duties at the San Francisco and/or Sacramento CPUC facility (as directed by CPUC) during regular State business hours and at all other times as required to successfully provide the services described in this SOW.
5. The Contractor will adhere to the CPUC policies and procedures, guidelines and templates including access and security requirements.
6. The Contractor shall require Key Staff to be available for regular progress meetings at mutually agreed-upon dates and times.
7. The Contractor shall work in cooperation with the CPUC and will be accountable for performing work in accordance with the scope, schedule, budget, and quality standards of this Contract.

8. A WA Form is required for all deliverables and tasks. A template for the WA form is provided in ATTACHMENT 19: WORK AUTHORIZATION FORM The Contractor will develop the WA with the CPUC Contract Manager.
9. Work with the Contract Manager and coordinate and work closely with all staff as necessary, to provide timely and relevant services.
10. In the event the Contractor is required to work onsite, any State property, including but not limited to security badges, shall be returned to CPUC by Contractor prior to the Agreement term end date.
11. Contractor shall not share, and shall ensure their subcontractors do not share, State Data, deliberative process information, knowledge gained, or specific information of any nature about the application process and/or proposed application criteria with any third party, without CPUC's prior written authorization, which may be granted or withheld in CPUC's sole discretion. Any inquires received by Contractor for such data or information shall be immediately directed to the CPUC. Work products in this area cannot be shared with any other clients or subcontractors.
12. The Contractor must continually provide expert information on federal funding implementation, adjustments to the cost model, adjustments to proposed last mile funding areas, comparisons of submissions, support of grant program (e.g., understanding build plans, progress reports, etc.), GIS, and analytical tool updates and outputs, utilizing the Work Authorization process found in, SECTION 17. Work Authorization .
13. The Contractor shall provide support to applicants for the BSLF licensed products until the Term end date. This support includes:
    a. Ensuring users and applicants have the appropriate licenses to access the necessary data.
    b. Helping with licensing, updates, data dictionaries, explanation of data changes, etc.
    c. Contractor shall disclose to CPUC whether they have had cost models filed in federal or state rulemakings in support of a trade association or technology, which may create a perception of bias. If at any point CPUC determines that there is any perceived bias, the Contract may be terminated.

12. Performance

The CPUC 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 SOW. Should the work performed or the products produced by the Contractor fail to meet the CPUC conditions, requirements, specifications, guidelines, or other applicable standards in this Contract, the following resolution process will be employed, except as superseded by other binding processes:

1. The CPUC 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 costs related to

rework of unacceptable work products are the sole responsibility of the Contractor and shall not be billed to the CPUC.

2. The Contractor will, within five (5) State business days after initial problem notification, respond to the CPUC by submitting a written, 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 CPUC initial problem notification within the required time limits may result in immediate termination of the Contract.
3. In the event of such termination, the termination provisions of the General Provisions - Telecommunications (rev 06/06/2025) shall apply.
4. The CPUC 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 CPUC 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 CPUC notification of rejection by submitting a revised corrective action plan within the required time limits may result in immediate termination of the Contract. In the event of such termination, the termination provisions of the SECTION 27. General Provisions – Telecommunications shall apply.
5. The CPUC 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. In the event of such termination, the termination provisions of the General Provisions - Telecommunications (rev 06/06/2025) shall apply.

13. Key Staff Changes

The Contractor must obtain prior approval in writing from the CPUC Contract Manager before attempting to change Key Staff. This includes substitutions made between submission of the response and the actual start of the project, as well as staffing changes that may occur during the Term of the Contract.

The State reserves the right at its sole discretion to require the Contractor to replace any staff at any time for reasons that may include, but are not limited to, poor performance, lack of experience, or unprofessional behavior / harassment in the workplace (subject to compliance with applicable law and departmental policies). The State will notify the Contractor in writing when exercising that right. The Contractor shall, within 30 State business days of such notification, provide a replacement candidate that - for a Key Staff replacement - meets or exceeds the applicable qualifications as defined in Section 9 of this Statement of Work. For non-Key Staff replacements, the proposed new staff shall possess the commensurate skills of the staff being replaced.

For Key Staff replacement, the Contractor must submit a ATTACHMENT 16.1: KEY STAFF

QUALIFICATIONS FORM to indicate how the proposed staff meets or exceeds the mandatory requirements and any of the desirable project characteristics that were evaluated as part of the award and the resulting Contract. Contractor must also complete and provide ATTACHMENT 18: KEY STAFF REPLACEMENT FORM, ATTACHMENT 16.2: KEY STAFF REFERENCE FORM, and the proposed Key Staff's resume.

The State reserves the right to approve or deny any or all replacement staff. If any of the proposed replacement staff are rejected and a qualified replacement is not provided to the State for approval within twenty (20) State business days of the rejection, the Contractor will be in material breach of the Contract unless the State provides an extension in writing before the deadline is exceeded. The State shall not compensate the Contractor for any time or effort required to prepare a new staff member for performing tasks on the Project.

The State recognizes that changes to Subcontractor(s) may be necessary and in the best interests of the State; however, advance notice of the proposed 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 exit date, if the Contractor is initiating the change. If this should occur, the Contractor should be aware that the State Program Manager or designee must approve any changes to the Subcontractor(s) prior to substitution of the new Subcontractor(s). This also includes any changes made between submission of the response and actual start of work under the Contract. All replacement Subcontractor(s) must meet all mandatory requirements of the 23ITS0639 and the resulting Contract.

For DVBE subcontractor changes, the Contractor may only utilize another DVBE subcontractor.

If the award of this Contract was based in part on the application of the non-small business preference, Contractor must follow the requirements of the California Code of Regulations Section 1896.10 when requesting to substitute for a small business subcontractor.

All subcontractor substitutions shall be at no cost to the State.

14. Escalation Process

The parties acknowledge and agree that certain technical and/or 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 or in-person meetings. However, there may be instances where the severity of the problem justifies escalated reporting. To this extent, CPUC Contract Manager shall determine the level of severity, and notify the appropriate State staff, as set forth below. The State staff notified, and the time period 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:

1. First level, TBD, CPUC Contract Manager

2. Second level, TBD, CPUC Contract Administrator
3. Third level, TBD, CPUC Contract Supervisor

The Contractor personnel shall include, but are not limited to, the following (Contractor to complete upon Award):

1. First level, ___________________________
2. Second level, __________________________
3. Third level, ___________________________

The Contractor will advise the State Contract Manager of any intended escalation. If the Contractor is not entirely satisfied that the State is exercising its best efforts to resolve any problem or issue in an appropriate period of time, then the Contractor must escalate the problem or issue to the next appropriate level.

15. Acceptance Of Project Tasks/Deliverables

It shall be the State's sole determination whether a project task/Deliverable identified in this Contract or in a supplemental Work Authorization (WA), ATTACHMENT 19: WORK AUTHORIZATION FORM has been successfully completed and acceptable to the State. Acceptance criteria shall consist of the following:

1. The approval process is outlined in SECTION 12. Performance.
2. A fully signed and executed ATTACHMENT 20: DELIVERABLE ACCEPTANCE DOCUMENT (DAD), is required for each project task/deliverable identified in a WA.
3. The Contractor shall meet all timelines and due dates, as agreed to in the Contract or in WA.
4. The Contractor will complete a DAD and email it to the CPUC IT Contract Manager. After the CPUC IT Contract Manager signs, the DAD will be emailed to Contractor for signature. The DAD must be included with the invoice.
5. The Contractor must be the sole entity submitting deliverables to the State. The State 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 State.

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 deliverables. Upon issuance, the cure notice will specify within 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 as stated in the General Provisions - Telecommunications (Revised and Effective 6/06/2025), Section 16.

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 Reporting Requirements

The Contractor must submit **weekly** written status reports in MS Word format to the California Public Utilities Commission. The Contractor is responsible for tracking and reporting on the project status and deliverables. The reports shall be detailed regarding current status and future activities. Status reports are **not** considered deliverables under the terms of this Contract. These reports shall include, but not be limited to:

1. A summary of the work completed during the reporting period, showing actual vs. planned.
2. Highlighted tasks that are behind schedule, adopted remediation plans, and overall impact on the project.
3. The status of the overall engagement and all phases/projects, including discussion of risks, problems encountered, solutions, and proposed solutions.
4. The tasks expected to be completed in the next reporting period.
5. An accounting of Contractor staff person(s) hours for the prior week and for the Contract to date (i.e. time sheets).
6. Ad hoc reporting as required by CPUC.
7. If requested, the Contractor shall participate in periodic briefings for Executive Management, as deemed appropriate by the California Public Utilities Commission.

17. Work Authorization

A Work Authorization (WA) applies to tasks, Deliverables, and unanticipated tasks. Each WA shall consist of a detailed statement of the purpose, objective, or goals to be undertaken by the Contractor for each task and all information requested to be provided per ATTACHMENT 19: WORK AUTHORIZATION FORM

A. The State has the right to require the Contractor to stop or suspend work on any WA.
B. Contractors are required to maintain time sheets and submit with the invoice.
C. All WA’s must be signed first by Contractor, and then by CPUC before work may commence.

Below are steps in developing the WA:

i. CPUC identifies the work that needs to be completed.
ii. CPUC Contract Manager will contact the Contractor to determine details of work to be completed (Project Resources, Estimated Hours, Completion Date).
iii. CPUC Contract Manager will populate the WA and send to the Contractor for sign off.
iv. Contractor shall sign the WA and provide to CPUC Contract Manager.
v. CPUC Contract Manager will sign and provide the fully signed WA to the Contractor and the CPUC Contract Administrator.

D. Amendments to WA's must follow the procedures below:
   i. If the Contractor determines that additional hours and/or additional tasks are required on a WA, the Contractor will immediately notify the State in writing. Upon receipt of such notification, the State may amend the WA.
   ii. The State will notify the Contractor in writing of its decision within seven (7) calendar days after receipt of the notification. If notice of the decision is given to proceed with the WA amendment, the parties will work together to finalize the amendment language. The final decision on the amendment language lies with CPUC. Once agreement on the WA amendment is reached, Contractor will sign the WA amendment and return to CPUC for CPUC signature. Once CPUC signs the amended WA, the Contractor may expend the estimated additional work hours for agreed upon services.

18. Deliverable Acceptance Document (DAD)

It shall be in the State's sole determination whether a project deliverable identified in this Agreement or in a supplemental WA, ATTACHMENT 19: WORK AUTHORIZATION FORM has been successfully completed and is acceptable to the State. Acceptance criteria shall consist of the following:

A. The approval process outlined in this SOW, SECTION 15. Acceptance Of Project Tasks/ Deliverables.
B. A signed Delivery Acceptance Document (DAD), ATTACHMENT 20: DELIVERABLE ACCEPTANCE DOCUMENT is required upon completion of deliverable(s) identified in a WA prior to invoice submission.
C. The Contractor will complete a DAD and email it to the CPUC IT Contract Manager. After the CPUC IT Contract Manager signs, the DAD will be emailed to the Contractor for signature. The DAD must be included with the invoice.
D. The Contractor must be the sole entity submitting deliverables to the State. The State 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 State.

19. Unanticipated Tasks

This Agreement shall include Unanticipated Tasks (UTs), the cost of which shall be calculated on a time-and-materials basis and shall not exceed 10% of the total Agreement value, including the value of UTs. UTs shall include only services, including work products, not specifically set forth in this Agreement, but which are subsequently identified as in-scope and necessary for the successful delivery of the services described in this Agreement. Prior to commencement of any work being performed for UTs, the Contractor shall have received an approved WA for such work. The labor rates for UTs shall not exceed the hourly rates as stated in EXHIBIT A: COST WORKBOOK, Cost Worksheet. WAs for UTs 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 A: COST WORKBOOK, Cost Worksheet. The State will release payment for any WA upon State Acceptance of the acceptance criteria specified in the approved WA in accordance with EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS.

20. GenAI Disclosure Obligations

Refer to Section 22 of the General Provisions - Telecommunications (Revised and Effective 06/06/2025) for the GenAI Disclosure Obligations and to Section 1 for GenAI definitions.

21. Security and Data Protection Requirements

The California Public Utilities Commission must ensure that agreements with state and non-state entities include provisions which protect and minimize risk to the State when engaging in the development, use, or maintenance of information systems, products, solutions, or services.

In order to comply with the State Administrative Manual (SAM) Section 5305.8, Contractor must comply with EXHIBIT C: INFORMTION SECURITY PROVISIONS.

22. Federal Tax Administration Requirements

Subject to the Internal Revenue Service (IRS), federal tax information (FTI) requirements, if an unfavorable response is received by the IRS, this contract will be terminated immediately, per the General Provisions - Telecommunication (Revised and Effective 06/06/2025) Section 16.3, Termination for Default.

23. Americans With Disabilities Act

By signing this contract, the contractor assures the State that it complies with the Americans with

Disabilities Act (ADA) of 1990 (42 USC § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

24. 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.

1. General Insurance Requirements
   i. All insurance coverage required herein shall remain in force for the complete term of this Contract.
   ii. 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 #(TBD). The certificate of insurance must be emailed to the CPUC Contract Administrator at ITSolicitations@cpuc.ca.gov within ten (10) days of Effective Date.
   iii. 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.
   iv. 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.
   v. 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.
   vi. 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.
   vii. 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.
   viii. The State shall not be responsible for any premiums, deductibles, self-insured retention, or assessments on the Contractor's insurance policy.
   ix. 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.
   x. The policy retroactive date must be displayed on the certificate or insurance and must be before the Effective Date or before the commencement of work.
   xi. Inadequate or lack of insurance does not negate the Contractor's obligations under the Contract.

xii. 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.

xiii. All insurance required by this Contract shall allow 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.

xiv. All insurance coverage and limits available to the Contractor shall also be available and applicable to the State.

2. 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.

25. Other Contract Considerations

1. The Contractor will act as prime contractor under this Contract. In addition to identifying all personnel proposed to work under this Contract, the Contractor shall also identify its subcontractor affiliation, as applicable.
2. The CPUC reserves the right to approve all subcontractors prior to the performance of any work by the subcontractor.
3. 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 to the CPUC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them.
4. If a subcontractor is a California Certified Small Business (SB) and/or Disabled Veteran Business Enterprise (DVBE), then those amounts paid to certified subcontractors shall be identified on the Contractor’s invoice(s).
5. 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.
6. 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 preform any element of work for a contract to report DVBE information.

Prime Contractors are required to maintain records supporting the information that all payments to DVBE subcontractor(s) were made. The Prime DVBE Subcontracting form can be found at the following link: https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std817.pdf. Completed forms are to be e-mailed to: primeDVBE@state.ca.gov.

26. Budget Detail and Payment Provisions

Please refer to EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS.

27. General Provisions – Telecommunications

The Contract awarded as a result of this solicitation shall automatically incorporate by reference the

- General Provisions - Telecommunications (Revised and Effective 6/06/2025)

28. GenAI Disclosure Obligations and Definitions

Refer to Section 22 in the General Provisions - Telecommunications (rev 06/06/2025) for the GenAI Disclosure Obligations and Section 1 for GenAI definitions.

ATTACHMENT 24: TACPA PREFERENCE REQUEST FORMS

1. TACPA PREFERENCE REQUEST FORMS

In accordance with SECTION 3.2.13.6. TARGET AREA CONTRACT PREFERENCE ACT (TACPA) (O)

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

EXHIBIT A: COST WORKBOOK

1. 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 A: COST WORKBOOK for submission of your Cost Data.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

A. For approved (WAs) and accepted (DADs) services and upon receipt and approval of Contractor's invoices, the CPUC agrees to pay Contractor for the services accepted in accordance with EXHIBIT A: COST WORKBOOK.

B. The Contractor will invoice the CPUC for actual work performed upon acceptance of provisions under the SOW and the WA. All work invoiced will reference the Task/Deliverable and WA number.

C. Invoices shall not be submitted more frequently than monthly in arrears; Contractor shall email all invoices to: ITInvoices@cpuc.ca.gov

D. 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 WA document
     1. Copies of timesheet(s) are required
     2. Any estimated unused funds will be released back to unanticipated funding
     3. Any estimated hours and funds exceeding the WA 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 WA

E. Invoices will be subject to verification and approval by the CPUC's Contract Manager.
   - i. If invoice is acceptable, all CPUC resources identified on the WA must sign off on the DAD and invoice.
   - ii. If invoice is unacceptable, the CPUC's Contract Manager will reject the invoice in writing, identify criteria that were not met, and submit to ITInvoices@cpuc.ca.gov and the Contractor.

F. In accordance with Public Contract Code, Section 12112, the State will withhold, from each invoiced payment amount to the Contractor, an amount equal to ten percent (10%) of the payment. Such retained amount shall be held by the State and only released to the Contractor upon the Contract Manager's determination that the Contractor has satisfactorily completed all the required services. Invoices must be received in accordance with EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS SECTION 8. FINAL BILLING.

G. The CPUC does not anticipate travel outside of San Francisco or Sacramento for this project. The CPUC will not be responsible for the cost of travel to bring the Contractor personnel to the San Francisco or Sacramento offices to work.

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 the cost workbook. If awarded, the contract Sales Tax, if applicable, 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. See the California Department of Tax and Fee Administration Sales and Use Tax Regulation 1502 (f) (1) (D).

5. PAYMENT METHOD

Payment to the Contractor will be made per the fixed hourly labor rate by resource classification as set forth in the Agreement for all labor-related costs.

6. COST LIMITATION

The total amount of this Agreement shall not exceed the amount specified in the Standard Agreement, and any amendments thereafter.

7. 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 Department of Technology will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

8. FINAL BILLING

Invoices for services must be received by the state within 90 days following each state fiscal year, or 90 days following the end of the contract term, whichever comes first. The final invoice must include the statement “Final Billing.”

EXHIBIT C: INFORMTION SECURITY PROVISIONS

1. 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.

iii. 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