

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102

California Public Utilities Commission (CPUC)
Request for Proposal (RFP) – Secondary Number 25NC0665
For:

Broadband Equity, Access and Deployment (BEAD) Program Administration and Oversight

8/5/2026

The California Public Utilities Commission (CPUC) invites you to review and respond to this Solicitation. In submitting your response, you must comply with the instructions found herein.

This is an open solicitation for all private entities, universities or governmental agencies.

The purpose of this Request for Proposal (RFP) is to solicit competitive proposals from Proposers who can offer comprehensive compliance and reporting requirements for California's portion of the Broadband Equity, Access and Deployment (BEAD) federal grant program. The selected Contractor will help CPUC meet U.S. Department of Commerce/National Telecommunications and Information Administration (NTIA) requirements and deadlines to ensure the State of California and its subrecipients are eligible for BEAD grant funding. The selected Contractor will provide ongoing administration and oversight support for California's BEAD program. This will also ensure that all Federal subrecipients of BEAD funds maintain full compliance with Program requirements, Federal regulations, and reporting obligations. The Contractor shall support the CPUC with recommendations for the design of a subgrantee monitoring, reporting, and compliance program. In addition, the Contractor shall provide telecommunications engineering oversight to validate that network buildouts meet design, performance, and reliability standards of fiber and wireless projects consistent with BEAD Program requirements. This includes, performance reviews, financial and operational reporting, and adherence to approved project plans. Additionally the contract includes the development of monitoring tools, compliance checklists, reporting frameworks, risk assessments, and timely corrective actions.

Relevant guidance includes, 2 C.F.R. Part 200, NTIA BEAD Program requirements, Department of Commerce terms and conditions, and the CPUC BEAD Subgrantee Guide to Oversight, Monitoring, and Reporting.

Before submitting a response to this solicitation, interested parties should read and review the entire solicitation including any attachments, all referenced web addresses, and any regulations, orders, and statutes cited.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions (GTC 02/2025) and Contractor Certification Clauses (CCC 4/2017) that may be viewed and downloaded at the following internet site:

<https://www.dgs.ca.gov/OIS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.

If you do not have Internet access, a hard copy can be provided by contacting the point of contact listed below. By submitting a proposal your firm agrees to the terms and conditions stated in this RFP and the proposed contract.

Any questions regarding the solicitation or terms and conditions of the proposed contract must be submitted by the deadline listed in the key action dates. Terms and conditions will not be negotiated after contract award.

Responses are due September 2, 2026 by 10:00AM Pacific Time.

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1. SCOPE OF WORK AND CONTRACT TERMS

EXHIBIT A - SCOPE OF WORK

1. Introduction

The California Public Utilities Commission (CPUC) regulates services and investor-owned utilities (IOUs), protects consumers, safeguards the environment, and assures Californians' access to safe and reliable utility infrastructure and services. The Broadband Equity Access and Deployment (BEAD) Program is a federal grant intended to connect more Americans to high-speed internet by funding partnerships to build infrastructure.

The CPUC is receiving BEAD grant funding and will be awarding those funds to subrecipients. The selected Contractor will help CPUC meet U.S. Department of Commerce/National Telecommunications and Information Administration (NTIA) requirements and deadlines to ensure the State of California and its subrecipients are eligible for BEAD grant funding. The selected Contractor will provide ongoing monitoring and oversight support for California's portion of the BEAD Program. This will ensure that the CPUC, as the Eligible Entity administering the BEAD Program and Federal grantee recipient, maintains compliance with Program requirements, Federal regulations, and reporting obligations. This will also ensure that all Federal subrecipients of BEAD funds maintain full compliance with Program requirements, Federal regulations, and reporting obligations. The Contractor shall support the CPUC with recommendations for the design of a subgrantee monitoring, reporting, and compliance program. In addition, the Contractor shall provide telecommunications engineering oversight to validate that terrestrial and Low-Earth Orbit (LEO) network buildouts, including fiber and wireless projects, meet applicable design, performance, and reliability standards consistent with BEAD Program requirements. This includes performance reviews, risk assessments, financial and operational reporting, and adherence to approved project plans. Additionally, the contract includes the development of monitoring tools, compliance checklists, reporting frameworks, and timely corrective actions.

Term	Definition	Applies to
Program	The term "Program" means the Broadband Equity, Access, and Deployment Program.	BEAD
Eligible Entity	The term "Eligible Entity" means any State of the United States.	The State of California
Lead Entity	Designated by the Eligible Entity for BEAD program administration in the Letter of Intent	CPUC
Recipient/Grantee/Awardee	An entity that receives a Federal award directly from a Federal agency to carry out an activity under a Federal program.	CPUC
Subaward/Subgrant	An award provided by a pass-through entity (i.e., Lead Entity or Grantee) to a subrecipient.	BEAD Project Awards

Subrecipient/Subgrantee	The term “subgrantee” or “subrecipient” means an entity that receives grant funds from an Eligible Entity to carry out eligible activities	BEAD Project Awardees
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2. **Tasks and Deliverables**

The Contractor shall manage the Tasks in this SOW on an integrated and interrelated basis. Tasks within this Scope of Work may overlap or recur due to the integrated nature of BEAD grant administration, compliance, monitoring, and reporting requirements. The Contractor shall coordinate task performance to ensure efficiency, consistency, and alignment with the CPUC guidance and Federal requirements, while avoiding unnecessary duplication of effort. Deliverables may provide information inputs or outputs required by other Tasks. The tasks and deliverables listed in the table below are subject to modification based on any updated requirements, guidance, or directives issued by the National Telecommunications and Information Administration (NTIA) or other applicable federal or state requirements, including 2 C.F.R. Part 200 Uniform Guidance. The Contractor shall remain flexible and adjust the approach as necessary to ensure continued compliance with current NTIA policies and program guidance. The CPUC reserves the right to prioritize, sequence, cancel or adjust tasks based on BEAD program needs and Federal guidance. This flexibility is required of the Contractor as the CPUC may be required to take on new program level responsibilities, or need to respond to new funding tranches, other opportunities, legislative mandates, or changed schedules of Federal or state agencies or programs.

Task 1: Grant Administration, Compliance, and Reporting

As specified in the BEAD NOFO Sections VII and IX the Contractor shall assist the CPUC with Grant Administration, Compliance and Reporting DOC Financial Assistance Standard Terms and Conditions, and Anticipated Post-Final Proposal BEAD SAR Requirements.

Deliverable 1.1 Semi-Annual Performance Report (SAR) Preparation

Semi-annually the contractor shall assist the CPUC with Federal Financial Reporting (SF-425). The Contractor shall assist in preparing and submitting the Federal Financial Report (SF-425) in the required federal format.

The Contractor shall gather data from subgrantees and report all required information at all five SAR hierarchical levels (EE, Subgrantee, Contractor/Subcontractor, Project, Location). Data shall include:

- a. subscriber-level and facility testing data (speed/latency)
- b. verification of adequate capacity
- c. BABA compliance certifications

The Contractor shall ensure cumulative reporting accuracy and reconciliation with Grant Management System (GMS) financial data and respond to curing related to Semi-Annual Reports.

Deliverable 1.2 Fraud, Waste and Abuse (FWA) Report Preparation

As directed by NTIA, the Contractor shall assist the CPUC in compiling FWA information when requested by NTIA, organized per GAO and DOC OIG recommendations. Information shall include:

- a. expenditure data
- b. payroll data
- c. cost sharing
- d. matching data
- e. any subgrantee-reported indicators from monitoring activities

Deliverable 1.3 Annual Comprehensive Report Preparation

Annually the Contractor shall assist the CPUC in compiling annual reports synthesizing yearly progress, updated deployment timelines, milestone schedule adjustments, and forward-looking projections.

Deliverable 1.4 Initial Report (Post-Award)

Within 90 days of funding receipt, the Contractor shall assist the CPUC in preparing an initial report describing planned and actual use of funds, subgrant process, and compliance mechanisms.

Task 2: Subgrant Monitoring and Oversight

As specified in 2 CFR 200.332; 2 CFR 200.339; “Subgrantee Guide to Oversight, Monitoring, and Reporting” the Contractor shall assist the CPUC with Subgrant Monitoring and Oversight.

Deliverable 2.1 Risk Assessment Development and Maintenance

Prior to subgrant execution the Contractor shall develop the initial risk assessment methodology for the full grant portfolio, incorporating

- a. Fixed attributes (grant size, BSL count, terrain)
- b. Objective characteristics (financial stability, management systems, performance history)
- c. Subjective factors

The contractor must assign initial monitoring levels (Standard, Intermediate, Elevated, Advanced) per the Subgrantee Guide to Oversight, Monitoring, and Reporting framework. Reassess risk levels based on monitoring findings. For planning and bidding purposes, assume up to twenty (20) subgrantees.

Deliverable 2.2 Quarterly Desk Reviews

The Contractor shall assist the CPUC with conducting quarterly risk assessment desk reviews for all subgrantees, reviewing deployment milestones achieved, financial expenditures (federal and match), geographic deployment data, and challenges encountered. The Contractor shall verify documentation completeness and flag items requiring curing or follow-up. The Contractor shall document any risks and integrate into risk assessments, including incorporating testing results and site visit findings.

For planning and bidding purposes, CPUC anticipates approximately twenty (20) BEAD subgrantees.

Deliverable 2.3 Monthly Conference Calls for Higher-Risk Subgrantees

Assist the CPUC with conducting monthly conference calls for high-risk subgrantees as directed by CPUC for advanced-monitoring. For planning and bidding purposes assume 8 high risk subgrantees. CPUC shall determine higher-risk based on the following:

- a. Quarterly desk review submissions
- b. Monitoring findings
- c. Other risk factors identified in the Subgrantee Guide to Oversight, Monitoring, and Reporting

Deliverable 2.4 Corrective Action Plan Development and Tracking

As needed when monitoring identifies non-compliance or significant negative developments, assist the CPUC to develop corrective action plans with subgrantees. The Contractor will set remediation timelines and ensure subgrantees provide corrective action information. The Contractor shall review subgrantee risk responses, assign follow-up actions when needed, track resolutions, and recommend monitoring level adjustments.

Corrective action tracking must include:

- a. Maintaining the status of corrective action items,
- b. Responsible parties
- c. Remediation deadlines
- d. Communications and responses from subgrantees
- e. Resolution status
- f. Any related monitoring level recommendations

Deliverable 2.5 Enforcement Actions Support

As needed, support the CPUC in evaluating and implementing enforcement actions that include:

- a. Withholding of milestone payments
- b. Suspension of reimbursement
- c. Clawback of funds
- d. Subgrant termination

The Contractor shall prepare documentation and coordinate with NTIA as required. This may consist of documentation supporting enforcement actions, such as, draft and final correspondence to the subgrantee; internal memoranda, analyses, and recommendations for agency leadership and other internal stakeholders, other communications, notifications, or supporting documentation required for coordination with federal stakeholders. Documentation may be tailored to the specific enforcement action and will be prepared in accordance with applicable federal and agency requirements, policies, and procedures

Task 3: Milestone Reimbursement Processing

As specified in 2 CFR 200 and NOFO VII the Contractor shall assist the CPUC with Milestone Reimbursement Processing. Milestones generally relate to physical infrastructure deployment or satellite service capacity and availability. Milestones can include the following:

- a. Design
- b. Permitting
- c. Construction
- d. Deployment
- e. Activation
- f. Testing
- g. Eligible BSL coverage

h. Take-rate

Deliverable 3.1 Cost Reasonableness and Eligibility Validation

With each reimbursement request the Contractor shall assist the CPUC to validate that reimbursement requests are for eligible costs per Subgrantee Guide to Oversight, Monitoring, and Reporting. The Contractor shall review and validate disbursement requests by comparing the submitted request and supporting documentation against the applicable milestone requirements, approved project budget, approved project materials, match contribution requirements, and BEAD Program requirements before recommending whether the request is complete, deficient, or requires follow-up. The Contractor shall assist the CPUC with Match Proportionality Verification and verify that subgrantees are booking matching funds proportionally with federal drawdowns. Subgrantees may submit multiple reimbursement requests throughout project implementation.

Deliverable 3.2 Payment Processing and GMS Workflow

Assist the CPUC to process the ongoing validated reimbursement requests through the GMS, coordinate CPUC approval workflows, and ensure payments are compliant with NTIA's BEAD-enabled exceptions to the Uniform Guidance. The Contractor shall maintain reimbursement tracking records in the GMS .

Deliverable 3.3 Final Milestone Disbursement Processing (On-Time Projects)

At project completion assist the CPUC to process final reimbursement requests. The Contractor shall review Subgrantee closeout packages will include final accounting of all expenditures, certification that all locations have been served as committed, and a compilation of all location-level data into final deliverables. The Contractor shall reconcile final documented project costs and match information against approved budgets. The Contractor shall also verify the return of unused BEAD funds.

Task 4: BABA Compliance Monitoring

As specified in BABA Act; GTCs §31–32; NOFO VII.A.9; “Subgrantee Guide to Oversight, Monitoring, and Reporting” the Contractor shall assist the CPUC with BABA Compliance Monitoring.

Deliverable 4.1 Procurement Documentation Review

With each milestone submission the Contractor shall assist the CPUC with its review of subgrantee procurement documents for Build America, Buy America (BABA) compliance. For planning and bidding purposes expect 1,600 payments expected to be processed over the life of the grant.

Procurement documents to review include:

- a. Domestic content thresholds for iron/steel (100% US-produced)
- b. Manufactured products (55%+ domestic component cost)
- c. Construction materials (US-manufactured)

The Contractor must verify procurement solicitations identify applicable categories and thresholds.

Deliverable 4.2 Manufacturer Certification Review

Assist the CPUC with its review of contractor and supplier certifications identifying BABA category, manufacturing location, and domestic content percentages for manufactured products. Maintain certification records for SAR reporting and audit readiness.

Deliverable 4.3 Waiver Request Evaluation and Coordination

As needed, assist the CPUC with its evaluation of subgrantee BABA waiver requests (public interest, non-availability, unreasonable cost) for completeness and merit. Coordinate CPUC submission to NTIA with supporting documentation. Track waiver status and ensure procurement does not proceed with foreign-sourced materials until NTIA grants waiver.

Deliverable 4.4 Prohibited Equipment Screening

Ongoing assist the CPUC with verifying that equipment and components being procured and installed by subgrantees do not include covered telecommunications equipment or services prohibited under the Secure and Trusted Communications Networks Act. Screen procurement documentation, supply chain records and bills of materials provided by Subgrantee's against the [FCC's Covered List](#) at each milestone submission alongside BABA compliance review.

Task 5: Performance Measures and Testing Oversight

Specified in Performance Measures PN; NOFO IV.C.2.b; FAQ 11.1–11.15; “Subgrantee Guide to Oversight, Monitoring, and Reporting” the Contractor shall assist CPUC with performance measures and testing oversight.

Deliverable 5.1 Performance Testing Framework Implementation

Prior to deployment, the Contractor shall assist the CPUC to establish testing protocols aligned with the BEAD Performance Measures Policy Notice. Testing measures include:

- a. 100/20 Mbps minimum speed standard with 80/80 rule
- b. 99.45% uptime availability threshold (≤ 48 hours average downtime/year)
- c. 100ms round-trip latency ceiling
- d. Prescribed sample sizes and testing frequencies

Deliverable 5.2 Remediation Plan Development

As needed, when testing demonstrates non-compliant results, the Contractor shall assist the CPUC to work with subgrantees to develop remediation plans. The Contractor shall coordinate more frequent testing to verify compliance recovery. The Contractor shall ensure subgrant agreements include remediation provisions.

Task 6: Audit Readiness and Compliance Assurance

As specified in BABA Act; 2 CFR 200 Subpart D; GTCs; NOFO IX.G; SACs the Contractor shall assist the CPUC with audit readiness and Compliance Assurance. For purposes of this task, 2 C.F.R. Part 200 refers to the federal Uniform Guidance governing federal award administration, including subrecipient monitoring, records access, audit, and closeout requirements.

Deliverable 6.1 Monitoring of CPUC Internal Controls

The Contractor must regularly assess the CPUC's adherence to BEAD Program and Federal Uniform Guidance rules by drafting Internal controls assessment reports and reviewing the following:

- a. Program materials
- b. Guides
- c. Policies
- d. Resolutions

The Contractor must draft guidance against:

- a. Award terms and conditions
- b. 2 CFR 200, NOFO requirements
- c. Special Award Conditions, policy notices
- d. Internal grant administration processes
- e. Payment reimbursement guidance

Deliverable 6.2 BABA Audit Documentation

Ongoing, the contractor shall prepare audit-ready BABA documentation packages and support responses to State or Federal audit inquiries, using BABA certifications, waiver documentation, procurement records, and related review materials developed or maintained under Task 4.

Deliverable 6.3 Compliance Status Report

As directed, the contractor must deliver a written report and presentation on the CPUC's compliance status which includes:

- a. Executive summary
- b. Methodology
- c. Summary of findings
- d. Recommended mitigation/remediation plan
- e. Implementation schedule

The contractor shall develop tools, templates, and checklists to support compliance. The presentation with report findings and recommendations will be made to CPUC leadership.

Deliverable 6.4 Subgrantee Audit Compliance Verification

Annually as audits are received the Contractor shall verify that non-federal entity subgrantees expending \$1M+ are conducting required single or program-specific audits per 2 CFR § 200.501 and submitting to the Federal Audit Clearinghouse. For for-profit subgrantees, ensure compliance with audit requirements established in the subgrant agreement per 2 CFR § 200.501(i). Issue management decisions on audit findings per § 200.521.

Deliverable 6.5 Subgrantee Audit Tracking and Support

As directed by the CPUC the Contractor shall provide audit tracking and administrative support as part of the Contractor's engineering review, documentation review, and compliance support activities. Support subgrantees in audit-related activities by helping organize, review, and track technical, financial, performance, and compliance documentation associated with BEAD Program oversight. The Contractor shall maintain records of audit-related requests, documentation submitted, findings, corrective actions, response deadlines, responsible parties, and resolution status.

Deliverable 6.6 Cybersecurity and SCRM Plan Review

Prior to fund allocations and ongoing for changes thereafter the Contractor shall assist the CPUC with reviewing subgrantee cybersecurity risk management plans and supply chain risk management plans for alignment with NIST Framework v1.1 and NISTIR 8276 as required by GTC §34. Track substantive change resubmissions within the 30-day requirement. Ensure plans are operational (or ready to operationalize upon service delivery) and submitted to CPUC for NTIA availability upon request. Findings from Cybersecurity and SCRM Plan Review shall inform Task 2 risk assessment and monitoring level recommendations, as applicable.

Task 7: Subgrant Agreement and Contract Administration

As specified in NOFO IV; GTCs; RPN; FAQ 9.1–9.6; 2 CFR 200 “Subgrantee Guide to Oversight, Monitoring, and Reporting” the Contractor shall assist CPUC with Subgrant Agreement and Contract Administration.

Deliverable 7.1 Subgrant Agreement Development Support

Prior to subgrant execution the Contractor shall support the CPUC in finalizing a subgrant agreement template for all BEAD-funded projects, incorporating all required flow-down provisions from NOFO, RPN, GTCs, and 2 CFR Part 200, including the following:

- a. Clawback provisions
- b. Performance bond requirements
- c. NEPA/EHP SACs
- d. BABA obligations
- e. Cybersecurity/SCRM attestations
- f. Reporting requirements
- g. Remediation provisions for failed performance testing

Deliverable 7.2 Letter of Credit (LOC) and Performance Bond Compliance Support

Prior to execution of a subgrant award through project completion the Contractor shall support the CPUC’s review, tracking, and administration of letters of credit and performance/surety bonds for completeness and compliance with BEAD requirements.

The Contractor shall support the tracking of the following:

- a. LOC or performance/surety bond coverage
- b. Reductions
- c. Releases tied to applicable milestone completion
- d. 100% BSL build-out
- e. Service activation
- f. Other CPUC determinations

The Contractor shall flag items requiring CPUC legal, financial, or contract management review. The Contractor should reference GTC §42 waiver authority where applicable.

Deliverable 7.3 Change Order Processing

As needed the Contractor shall support the CPUC in reviewing and processing subgrantee change orders (budget, schedule, scope, contacts). The Contractor shall coordinate legal review for amendments and track approved changes in GMS. The Contractor must flag changes requiring NTIA approval (assignment, award increase, substantial construction method changes, location reductions).

Deliverable 7.4 Certification Collection and Tracking

Prior to subgrant execution, the Contractor shall support the CPUC in managing the collection, review, and submission to NTIA of standalone signed subgrantee certifications regarding no additional federal subsidies. The Contractor shall track certification status using fp_subgrantees.csv as base. The Contractor shall ensure certifications are submitted within required timelines.

Task 8: Environmental and Historic Preservation (EHP)

The Contractor will assist CPUC with EHP as specified in the following sources: NOFO VII.B; GTCs §29; RPN §3.3; NEPA for BEAD FAQs v2.0; ESAPTT Overview; FAQ 10.1–10.7, Subgrantee Guide to Oversight, Monitoring, and Reporting; CEQA, GTCs §29; NOFO IV.C.1.c; FAQ 6.4–6.7; Subgrantee Guide to Oversight, Monitoring, and Reporting and GTCs §30; RPN; FAQ 2.16–2.18, 2.41–2.42; Tribal Consent Waiver.

Deliverable 8.1 NEPA/NHPA Compliance Program Plan

The contractor, in consultation with the CPUC CEQA and FERC Branch, shall develop and oversee a comprehensive NEPA/NHPA compliance and engagement plan.

Deliverable 8.2 CEQA Compliance Support

Ongoing from subgrant execution the contractor shall support the CPUC CEQA team in reviewing subgrantee CEQA Questionnaires, coordinating exemption determinations, initial studies, and EIR processes. The Contractor shall support ESAPTT environmental screening. The Contractor shall coordinate Section 106 NHPA consultations with SHPO, THPO, and tribal entities. The Contractor shall utilize the BEAD Grant Portal to track CEQA timelines and their interaction with NEPA clearance.

Deliverable 8.3 Permitting Tracking and Agency Coordination

On an ongoing basis the Contractor shall support the CPUC to the extent that it is required to track federal, state, and local permit applications and approvals across all subgrants. The Contractor shall monitor compliance with 90-day permitting standard. The Contractor shall support consultations with permitting agencies (USACE, USFWS, SHPO, Caltrans, etc.). The Contractor shall coordinate Notice to Proceed issuance after NEPA clearance.

Deliverable 8.4 NEPA Project Area Division Support

As needed, the Contractor shall support the CPUC when the CPUC or the Contractor's NEPA specialist determines that a program project should be documented and tracked as multiple ESAPTT NEPA Project Areas with independent utility. This may include dividing a large program project into separate NEPA Project Areas, each with independent utility, for documentation and tracking purposes.

The Contractor shall utilize the BEAD Grant Portal or ESAPTT, as applicable to track phased construction authorization as individual NEPA Project areas clear NEPA Review.

Deliverable 8.5 Tribal Consent Tracking

Ongoing from Final Proposal(FP) submission the Contractor shall track Tribal Resolutions of Consent for all subgrantees (including LEO) with projects on tribal lands. The Contractor will assist with coordination with tribal entities and support CPUC in managing the post-FP consent timeline per the Programmatic Waiver.

Task 9: Reporting Support and Protocol Development

As specified in NOFO VII.E; 2 CFR 200.328–329; SAR Requirements v1.3; “Subgrantee Guide to Oversight, Monitoring, and Reporting” the Contractor shall assist the CPUC with Reporting Support and Protocol Development.

Deliverable 9.1 Reporting Protocol Development

During initial development pre-deployment the Contractor will establish programmatic and financial grant reporting protocols including the following:

- a. Templates
- b. Guidelines
- c. Instructions.

The Contractor shall develop standard procedures for report reviews by Contractor and CPUC staff. The Contractor shall adapt protocols as NTIA reporting requirements evolve post-FP approval.

Deliverable 9.2 Subgrantee Reporting Package Development

Prior to deployment the Contractor shall develop subgrantee reporting package contents, procedures, and submission schedules for quarterly desk reviews, semi-annual support, and annual reports. The Contractor shall include EUPA tracking templates for the seven eligible use categories.

Deliverable 9.3 Quarterly and Monthly Report Review Support

Quarterly or Monthly for high-risk subgrantees the Contractor shall support CPUC staff with review of subgrantee quarterly and monthly reports. The Contractor shall develop review checklists for both terrestrial and LEO cadences. The Contractor shall integrate reporting data with risk management plan to inform desk review, site visit, and technical assistance priorities.

Deliverable 9.4 Federal Reporting Integration and Roll-Up

Semi-annually, the Contractor must integrate subgrantee reports into CPUC financial and programmatic reports for NTIA and the NIST Grants Office, including any required reporting, curing, submission, or access workflows in eRA Commons or other applicable NIST Grants Office systems. The Contractor shall ensure data consistency across GMS, SAR, SF-425 submissions, eRA/NIST grant reporting workflows, and other applicable federal reporting systems.

Deliverable 9.5 Reporting Training

Initially and as needed thereafter the Contractor will train CPUC program managers, grants management staff, and contractor personnel on reporting requirements, tools, and procedures. The Contractor shall update training as NTIA guidance evolves.

Task 10: Risk Management Implementation

As specified in 2 CFR 200.332; “Subgrantee Guide to Oversight, Monitoring, and Reporting” the Contractor shall assist the CPUC with Risk Management Implementation.

Deliverable 10.1 Risk Management Implementation Guide

Prior to deployment, the Contractor shall develop an implementation guide for the CPUC’s BEAD Risk Management Plan. This guide must include:

- a. Initial portfolio-wide risk assessment methodology
- b. Prioritization framework for monitoring activities
- c. Procedures for adapting to changing conditions

The Contractor shall review and update Guide on an annual basis and integrate ongoing monitoring and technical assistance findings into risk priorities.

Deliverable 10.2 Risk Assessment Training

Prior to deployment and annually thereafter provide training for CPUC program managers, grant management staff, and contractor personnel. The training may be conducted in-person and/or virtually depending on program needs. This training must include:

- a. Risk assessment methodology
- b. Monitoring level framework
- c. Escalation procedures

Deliverable 10.3 Escalation and Decision Authority Matrix

Prior to deployment the contractor shall develop and maintain an escalation matrix defining decision authority at each level of the administration model for the following:

- a. Non-compliance determinations
- b. Milestone disputes
- c. Monitoring level changes
- d. Change order approvals
- e. BABA waiver recommendations
- f. Enforcement actions
- g. Emergency situations

The Contractor shall update the matrix as needed.

Task 11: Subgrantee Training and Technical Assistance

As specified in Subgrantee Guide to Oversight, Monitoring, and Reporting; 2 CFR 200.332; BEAD FAQs V19; GTCs

Deliverable 11.1 Subgrantee Onboarding Program

The Contractor shall develop a comprehensive onboarding program for new subgrantees covering the following:

- a. GMS orientation
- b. Reporting requirements
- c. Milestone documentation expectations
- d. BABA compliance
- e. EHP process overview
- f. Performance testing requirements
- g. Match tracking

The Contractor shall assist CPUC with delivering this onboarding program prior to each subgrant.

Deliverable 11.2 Ongoing Compliance Guidance

On an on-going basis the Contractor shall assist CPUC with maintenance of subgrantee compliance guidance materials including FAQs, webinars, Q&A sessions, and static website

content. The Contractor shall adapt materials to address emerging issues, reporting observations, and new risks.

Deliverable 11.3 Technical Assistance for Award Administration

On an on-going basis as needed the Contractor shall provide direct technical assistance to subgrantees on milestone documentation preparation, reimbursement request assembly, match tracking methodology, and GMS data entry. The Contractor shall prioritize assistance to subgrantees identified as higher risk.

Deliverable 11.4 Subgrantee Communications and Scheduling

On an on-going basis as needed the Contractor shall assist the CPUC to manage subgrantee meeting schedules, prepare agendas, distribute materials, and maintain communication logs. Coordinate ISP meetings for each award including milestone review and agreement sessions. Note: Some of this will be captured in the GMS.

Task 12: Advisory Services

The Contractor will provide advisory services as specified in NOFO; RPN; GTCs; 2 CFR 200; BEAD FAQs.

Deliverable 12.1 Policy and Regulatory Advisory

On an as needed basis the Contractor shall provide subject matter advisory services on BEAD compliance obligations, 2 CFR Part 200 requirements, and evolving NTIA guidance. Support CPUC with interpretation of new policy notices, FAQ updates, and GTCs provisions.

Deliverable 12.2 CPUC Proceedings Support

As needed the Contractor shall support the CPUC with applicable Order Instituting Rulemaking proceedings, Commission reporting, briefing preparation, and stakeholder communications related to the BEAD program.

Deliverable 12.3 Post-Award Program Evaluation

After deployment the contractor shall assist the CPUC in conducting one program-level post-award grant program evaluation report, including written recommendations to improve processes for future funding opportunities.

Task 13: GMS Alignment and Data Management

The Contractor shall assist CPUC with its GMS system and data management as specified in Subgrantee Guide to Oversight, Monitoring, and Reporting; SAR Requirements v1.3 NOFO IV.A; FAQ 2.12–2.13, 2.24; GTCs §38

Deliverable 13.1 Grant Management System (GMS) development support and testing

The contractor shall provide support for Grant Management System (GMS) development, configuration, and testing, including reviewing and validating system fields and workflows against BEAD Program requirements; supporting testing of subgrantee submissions, reporting, and milestone tracking processes; identifying gaps, inconsistencies, or data validation issues; and providing recommendations to support accurate data collection, compliance monitoring, and reporting.

Deliverable 13.2 Program Requirements Configuration

On an as needed basis the Contractor shall ensure BEAD program requirements and changes are captured in the GMS (BOSS/ARC platform). The Contractor shall coordinate with CPUC and Ready.net to implement workflow updates as NTIA guidance evolves.

Deliverable 13.3 Broadband Mapping Data Coordination

On an on-going basis the Contractor must coordinate with CPUC and Ready.net to maintain updated broadband mapping data from FCC BDC and state sources. Support BSL-level location tracking and fabric version management.

Deliverable 13.4 Reporting Materials Production

Semi-annually The Contractor shall coordinate with CPUC and Ready.net to produce GMS generated and/or GMS supported reporting materials for federal and state stakeholders, including public-facing transparency content. Reports may be related to monitoring and oversight, risk assessment, and progress.

Deliverable 13.5 SAR Data Quality Assurance

Semi-annually the Contractor shall validate data flowing from GMS into SAR reporting across all five hierarchical levels. The Contractor shall identify and resolve data integrity issues before SAR submission deadlines.

Task 14: Grantee Guidance Enhancement and Development

As specified in Subgrantee Guide to Oversight, Monitoring, and Reporting; GTCs; 2 CFR 200.332(a); BEAD FAQs

Deliverable 14.1 Subgrantee-Facing Guidance Materials

Ongoing the Contractor shall review, assess, and enhance grantee communications, guidance materials, and documents related to subgrantee compliance, including the following:

- a. Budget and expenditure templates
- b. Cover letters
- c. Change proposals
- d. Resource documents

The Contractor shall coordinate with GMS integration where appropriate.

Deliverable 14.2 Website and GMS Content Support

Ongoing the Contractor shall support content development for CPUC website updates and GMS-facing content to ensure subgrantees have current, accessible compliance information.

Deliverable 14.3 Subgrantee Guide to Oversight, Monitoring, and Reporting Maintenance

As needed the Contractor shall support the CPUC in maintaining and updating the Subgrantee Guide to Oversight, Monitoring, and Reporting as NTIA guidance evolves and operational experience informs revisions.

Task 15: Outreach and Events

Deliverable 15.1 In-Person Events

As scheduled the Contractor shall support in-person events with approximately 250 participants per event. Services include:

- a. Event planning (scheduling, meeting space, A/V coordination)
- b. Content development
- c. Attendee management
- d. Onsite support

The Contractor is not responsible for venue fees and costs.

Deliverable 15.2 Virtual Events

As scheduled the Contractor shall support virtual events with approximately 150 participants per event. Services include:

- a. Event planning
- b. Content development
- c. Attendee management
- d. Virtual platform logistics
- e. Event execution

Task 16: GIS and Broadband Mapping

As specified in NOFO IV.A; FCC BDC; FAQ 2.12–2.13; Subgrantee Guide to Oversight, Monitoring, and Reporting; SAR Requirements v1.3: GTCs §38 the Contractor will perform GIS and Broadband mapping services.

Deliverable 16.1 Location Analysis and Refinement

As needed the Contractor shall provide GIS and data analytics support for ongoing location analysis, BSL eligibility refinement, and assessment of BEAD deployment impact on disadvantaged communities. The Contractor shall support analysis of all submissions and location datasets. There is estimated to be 250,000 locations.

Deliverable 16.2 Deployment Progress Visualization

Quarterly the Contractor shall coordinate with CPUC and Ready.net to develop and maintain geographic visualization of deployment progress across all subgrants, including construction status, service activation, and BSL completion rates.

Deliverable 16.3 Public-Facing Mapping Support

On an on-going basis the Contractor shall support the development and maintenance of public-facing broadband deployment maps in coordination with Ready.net's GMS-provided interface.

Task 17: Project Planning Desk Reviews

As directed by the State throughout the duration of the contract the Contractor shall perform engineering and programmatic reviews during project planning and pre-deployment phases including review of design documents and materials. These materials may be submitted through the Grant Management System.

Deliverable 17.1 Perform engineering and programmatic reviews

The contractor shall perform engineering and programmatic reviews during project planning and pre-deployment phases, including:

- a. Review of preliminary network design materials
- b. Proposed project areas
- c. Deployment schedules

- d. Broadband serviceable location data
- e. Environmental and historic preservation documentation

Deliverable 17.2 Engineering review reports

The Contractor shall prepare complete engineering review reports including the project reviewed and findings related to the following:

- a. Technical sufficiency
- b. Project design
- c. Permitting or environmental dependencies
- d. Deployment feasibility
- e. Identified deficiencies
- f. Recommended follow-up actions

Task 18: Field Verification, Deployment Monitoring, and Technical Testing

As directed by the CPUC throughout the duration of the contract the Contractor must conduct field reviews and audits on infrastructure projects as determined by the Department of Commerce, NTIA, or the Eligible Entity to assure compliance with program requirements, network quality, and resilience.

Deliverable 18.1 On-site Inspections

The Contractor shall perform annual onsite inspections for standard-monitoring subgrantees and more frequent visits for higher-risk subgrantees. The Contractor shall verify infrastructure installation, compare field conditions to approved plans, and validate supporting documentation provided by Subgrantees as determined by the Department of Commerce, NTIA, or the Eligible Entity to assure compliance with program requirements, network quality, and resilience. The Contractor's engineering staff shall conduct Subscriber-level and facility testing (speed/latency) to verify adequate network capacity to serve all broadband serviceable locations (BSLs) simultaneously, including review of network design, capacity planning assumptions, and supporting documentation demonstrating that the network can meet BEAD Program performance requirements for speed, latency, and reliability at all funded BSLs under expected peak demand conditions.

Deliverable 18.2 Site visit summaries

After each site visit the Contractor shall prepare a summary which must include the site or project reviewed, date of review, verification activities performed, testing results, performance against required speed thresholds, field observations, documentation reviewed, identified deficiencies and recommended corrective action or follow-up items. The Contractor shall note any findings related to BEAD Program requirements, approved project materials, environmental and permitting conditions or performance obligations. The outcome of these site visits should be factored into the ongoing risk assessments of each project.

Deliverable 18.3 Oversee Subgrantee performance testing

The Contractor shall insure that test methodologies comply with NTIA BEAD Performance Measures requirements by reviewing documented testing protocols, measurement tools, test duration, and frequency. The Contractor shall review submitted test results against applicable BEAD performance standards; and verifying sample set composition by reviewing the selected test locations and methodology to ensure they are drawn from eligible BSLs and are consistent

with NTIA testing and measurement requirements. The Contractor will ensure testing begins within 7 months of service activation at each BSL.

Task 19: Broadband Location Data Validation

The Contractor shall perform Geographical Information System (GIS) analytic work supporting reporting, oversight, and compliance monitoring. The Contractor shall review and validate broadband service location datasets from approximately 339,000 locations every six months in accordance with NTIA requirements.

Deliverable 19.1 GIS analytics

The Contractor shall perform analytic work including reviewing project and location-level data for completeness, consistency and any potential discrepancies. The Contractor shall review broadband serviceable location datasets, FCC Location IDs, funded project areas, provider-reported deployment data, service availability information, and location-level reporting outputs. The Contractor shall compare subgrantee-reported data against approved project areas, eligible BSL lists, milestone documentation, deployment records, and applicable NTIA reporting requirements; identifying missing, inconsistent, duplicate, or unsupported location records; and documenting issues requiring clarification or correction.

Deliverable 19.2 Technical validation summaries

The Contractor shall prepare technical validation summaries which include the dataset reviewed, review period, data sources used, validation checks performed, discrepancies identified, and recommended corrections or follow-up. Verification reports shall include findings related to funded BSL coverage, project area alignment, reported deployment or service availability, location-level reporting completeness, and whether the reviewed data is sufficient to support CPUC and NTIA reporting.

Task 20: NEPA Environmental Compliance Review

As directed by the CPUC throughout the duration of the contract the Contractor shall provide National Environmental Policy Act (NEPA) environmental documentation review and support environmental compliance oversight for each project. Its estimated there will be 90 projects.

Task 20.1 NEPA Review Reports

The Contractor shall review NEPA environmental documentation including review of project descriptions, environmental screening materials, maps, photographs, permitting documentation, consultation records, and analyses prepared to assess potential environmental and historic impacts, to determine whether submissions are complete and consistent with BEAD Program and federal environmental requirements. The Contractor shall prepare a compliance review reports for each project which shall include the project, documentation received, review findings, completeness determination, identified deficiencies or required revisions, status of environmental review and recommended next steps.

Task 20.2 NEPA Compliance Assistance and Guidance

The Contractor shall provide technical assistance and guidance to subgrantees regarding NEPA compliance. This will include summaries of NEPA documentation expectations, environmental review inputs, local agency consultation materials, submission timelines, permitting and approval dependencies, common deficiencies and recommended approaches to support complete and

timely NEPA review. The Contractor shall assist subgrantees with tracking approval status, tracking any mitigation or avoidance measures, and management of resulting schedule impacts or delays.

Task 20.3 ESAPTT Coordination

The Contractor shall provide ESAPTT coordination including acting as a primary point of contact for ESAPTT-related activities; coordinating collection and submission of required environmental screening inputs; reviewing subgrantee-provided data for completeness and consistency with NEPA and CEQA requirements; supporting completion of environmental screening questionnaires; and tracking status of environmental review, permitting, and associated approvals. ESAPTT can be accessed here: [Environmental Screening and Permitting Tracking Tool \(ESAPTT\) Overview | BroadbandUSA](#)

Task 21: CEQA Environmental Compliance Review

As directed by the CPUC throughout the duration of the contract the Contractor shall review California Environmental Quality Act (CEQA) documentation and environmental compliance materials submitted by Subgrantees for each project. There will be an estimated 90 projects.

Deliverable 21.1 CEQA Review Reports

The Contractor shall review CEQA documentation and environmental compliance materials submitted by Subgrantees, including but not limited to project descriptions, maps, photographs, permit and approval information, environmental screening or exemption materials, Initial Study materials, mitigation or avoidance measures, consultation records, and any other documentation needed to assess consistency with applicable CEQA requirements and CPUC project requirements. The Contractor shall prepare a review report for each project that shall include include the project reviewed, documentation received, review findings, completeness determination, identified deficiencies or required revisions, status of CEQA review, and recommended next steps.

Deliverable 21.2 CEQA Technical Assistance and Guidance

The Contractor shall provide technical assistance and guidance to subgrantees regarding CEQA compliance. This will include summaries of CEQA documentation expectations, environmental review inputs, local agency consultation materials, submission timelines, permitting and approval dependencies, common deficiencies and recommended approaches to support complete and timely CEQA review. The Contractor shall assist subgrantees with tracking approval status, tracking any mitigation or avoidance measures, and management of resulting schedule impacts or delays.

Task 22: Deployment Activation and Project Closeout Review

As needed the Contactor shall conduct site visits and review documentation to assess project completion. There is expected to be 90 projects.

Deliverable 22.1 Documentation Review

The Contractor shall perform documentation review supporting project closeout, including a review of final reports, as-built documentation, performance testing results, milestone

completion materials, reimbursement request materials, expenditure and match documentation, and required environmental, permitting, or compliance records.

Deliverable 22.2 Conduct Technical Field Verification of Completion

The Contractor shall conduct a technical field verification of completion for each project, including confirmation that deployed infrastructure, network activation, service availability, and related as-built or testing documentation are consistent with approved project materials and reported milestone completion.

Deliverable 22.3 Project Closeout Report

Based on the documentation review and technical field verification the Contractor shall prepare a project closeout report documenting if a project is fully complete or if there are any deficiencies or missing items, corrective actions or curing needed.

Task 23: Post-Award Scope Changes

As directed by the State and following Final Proposal approval, individual project's scope, funding allocations, and deliverables may change based on updated NTIA, or other guidance or other changing program circumstances.

Deliverable 23.1 Change Support

The Contractor shall support the CPUC in the evaluation and implementation of changes coming from the NTIA to ensure ongoing compliance. This will include the following:

- a. Coordinate with subgrantees to identify and document proposed changes.
- b. Assess audit impacts to project scope, funding, and deliverables. This includes reviewing:
 - i. allowability of costs,
 - ii. budget modifications,
 - iii. performance obligations,
 - iv. and audit risk exposure to ensure all changes remain fully compliant with federal grant reporting requirements.
- c. Support CPUC in the review and approval of modifications.
- d. Tracking approved changes.

Task 24: Final Report and Knowledge Transfer

Throughout the contract the Contractor shall transfer all deliverables to the CPUC's designated document management and storage repository using established naming conventions and organizational structure.

Deliverable 24.1 Final Report

At contract end the Contractor shall prepare a written report documenting the methodology and processes utilized throughout the term of the agreement. The Report shall include the determination criteria for materials developed for program implementation. The Report shall also include a decision log which documents program decisions, interpretive determinations, and precedent-setting resolutions throughout the lifecycle of the grant.

3. Deliverable Format

- a. All deliverables shall be provided in a format compatible with the CPUC Project Office standard applications (currently, Microsoft Office 365). In all cases, the Contractor shall verify application compatibility with the CPUC Contract Manager prior to creation or delivery of any electronic documentation.
- b. All deliverables shall be submitted to and stored in the State-designated repository and/or the CPUC Grant Management System (GMS), as applicable, and shall remain the property of the State. Any deviations from these standards must be approved by the CPUC Contract Manager.
- c. All written deliverables shall:
 1. Be submitted in Microsoft Word (.docx) or searchable PDF format
 2. Use consistent formatting (e.g, Calibri, Arial, or Times New Roman)
 3. Use Standard page margins (1 inch)
 4. Include Page numbering
 5. Include a table of contents for documents exceeding ten (10) pages.
 6. Include section headings and subheadings for readability
 7. Clearly identify:
 - Contract number
 - Task number (if applicable)
 - Deliverable title
 - Date of submission
- d. All required signatures shall be executed electronically using DocuSign, unless otherwise specified in writing.
- e. Data files, spreadsheets, and analytic outputs shall be provided in Microsoft Excel (xlsx) or other CPUC-approved formats.

4. Deliverable Acceptance

- a. The State will notify the Contractor in writing within seven (7) business days after receipt of the deliverable 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 shall not be billed to the State.
- b. The Contractor shall, within five (5) State business days after initial problem notification, respond to the State by submitting a detailed explanation describing precisely how the identified services and/or products adhere to and satisfy all applicable requirements, and/or a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services and/or products. Failure by the Contractor to respond to the State's initial problem notification within the required time limits may result in immediate termination of the Contract.
- c. The State will, within five (5) State business days after receipt of the Contractor's detailed explanation and/or proposed corrective action plan, notify the Contractor in writing whether it accepts or rejects the explanation and/or plan. If the State rejects the explanation

and/or plan, the Contractor shall submit a revised corrective action plan within three (3) State business days of notification of rejection. Failure by the Contractor to respond to the State's notification of rejection by submitting a revised corrective action plan within the required time limits may result in immediate termination of the Contract. In the event of such termination, the State shall pay all amounts due the Contractor for all work accepted prior to termination.

- d. The State will, within three (3) State business days of receipt of the revised corrective action plan, notify the Contractor in writing whether it accepts or rejects the revised corrective action plan proposed by the Contractor. Rejection of the revised corrective action plan may result in immediate termination of the Contract. In the event of such termination, the State shall pay all amounts due the Contractor for all work accepted prior to termination.

5. Unanticipated Tasks

This Contract shall include budget for Unanticipated Tasks, the cost of which shall not exceed \$250,000 (Two hundred fifty thousand). Unanticipated Tasks shall include only services, not specifically set forth in this Contract, but which are subsequently identified as in-scope and necessary for the successful delivery of the services described in this Contract. Prior to commencement of any work being performed for Unanticipated Tasks, the Contractor and CPUC shall execute a Work Authorization.

All Work Authorizations (WA) for unanticipated tasks shall be in writing and signed by the Contractor and State prior to beginning work. Each WA shall describe the services and work products to be developed, applicable due dates, acceptance criteria, staff resources, total number of hours, and total cost for each task. A sample of the Work Authorization template is attached as Exhibit A2 - Work Authorization.

The CPUC has the right to require the Contractor to stop or suspend work on any WA. If the Contractor determines that additional hours and/or additional tasks are required on a WA, the Contractor shall immediately notify the State in writing of the Contractor's estimate of the additional hours to complete the WA in full. The CPUC shall then authorize a revised work order within seven (7) business days or terminate the WA.

6. Contractor responsibilities

- a. All Contractor staff who will provide services pursuant to this Agreement shall complete and submit to the State a Conflict of Interest Certification and a Confidentiality Certification, which shall be provided by the State, prior to performing any work under this Agreement.
- b. Contractor staff performing work in the field shall have an identification badge and any required Personal Protective Equipment provided by the Contractor.

7. Location

Work shall primarily be performed remotely from the Contractor's offices, but certain deliverables will require the Contractor to travel to various locations throughout the state of California.

8. Period of Performance

The term of the agreement shall be for an initial 3 years with two 2 year options to extend the term of the agreement for a potential seven (7) years if both options are exercised.

All work shall be performed Monday through Friday from 8:00AM to 5:00PM PST excluding state holidays unless otherwise agreed to with the CPUC contract manager.

CPUC Responsibilities:

A. The CPUC is responsible for providing the Contractor with access to departmental functional subject matter experts, stakeholders, and IT staff for interviews and meetings, as needed.

B. The CPUC shall provide the Contractor with access materials and documentations related to this engagement.

C. The State shall designate a person 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.

9. Contact Information

The Contract Representatives during the term of this Agreement shall be:

California Public Utilities Commission	Contractor - TBD
Division: Communications Division	Company Name:
Name: Ann Trac	Name:
Email: Ann.Trac@cpuc.ca.gov	Email:

Either party may change their Contract Representatives during the term of this agreement with written notification to the other party that includes the name and e-mail of the new Contract Representative.

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE

SAN FRANCISCO, CA 94102-3298



Exhibit A2 Work Authorization

Contract No.

Work Authorization Number:

Section 1: Purpose, Description, and Schedule

1a: This Work Authorization is necessary to (fill in below):

1b: Task Description and Schedule (attach additional pages as necessary)

Description	Due Date

Section 2: Cost Estimates (attach additional pages as necessary)

Name/Description	Rate (Hourly or Per Item)	Quantity	Estimated Cost

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505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



Section 2: Total Cost Estimate			\$

Section 3: Acceptance Criteria (attach additional pages as necessary)
Identify existing and new criteria for accepting completed Work Authorization

Section 4: Approvals		
	CPUC Contract Manager	Contractor
Name		
Title		
Date		
Signature		

EXHIBIT B – BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

A. Payments

As compensation for the services specified in Exhibit A and upon receipt and approval of Contractor invoices by the CPUC, the Contractor shall be entitled to a sum not to exceed the total dollar amount noted on the STD 213 and/or its Amendment. Payments shall be based on the rates and or schedule as set forth and specified in Exhibit B-1, Cost Sheet which is attached hereto and made a part of this Agreement.

If Contractor discovers it has received an overpayment, Contractor must notify the State and refund the overpayment immediately.

B. Budget Transfer Request

A Budget Transfer Request (BTR) is an informal written statement requesting the movement of existing contract funds from one deliverable to another. The BTR must specify which deliverable's funding are being adjusted, by how much and include justification for these adjustments. A BTR may be requested by either the Contractor or the CPUC. The BTR must be agreed to in writing by both parties.

The BTR cannot be used to increase the total dollar amount of the Agreement or add new deliverables to the Scope of Work.

C. Invoice Details

Each invoice shall include the following details:

- I. Contract Number
- II. Contractor Name
- III. Contractor Billing Address
- IV. Itemized Cost Per Deliverable
- V. A Summary of each Deliverable worked on including the Names and Number of Hours worked by each Team Member.
- VI. Total Invoice Amount
- VII. Invoice Number
- VIII. Invoice Date
- IX. Service Date(s)
- X. Contact Information
- XI. Retention Amount to be Withheld
- XII. SB/DVBE Certification Number

Any invoiced items which are not included in the accepted Cost Sheet, will automatically be rejected, and denied for payment.

Should an invoice be disputed, Contractor will correct any/all disputed items on the invoice and resubmit the invoice as indicated above. Failure to provide and resubmit corrected invoice will result in a delay of payment.

D. Invoice Submission

Contractor shall submit the invoice in duplicate (including original invoice) not more frequently than monthly in arrears to:

APIInvoice@cpuc.ca.gov
OR
California Public Utilities Commission
Fiscal Office, Room 3000
505 Van Ness Avenue
San Francisco, CA 94102
ATTN: Account Payable Technician

E. Travel

CPUC agrees to pay for travel expense costs at rates not to exceed those approved by the California Department of Human Resources (CalHR) for similar staff. CalHR guidelines are found here: <http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx>. All travel costs must be supported by receipts and summarized on a Travel Expense Claim (STD 262) (<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std262.pdf>). Any travel expense claims should be submitted not more frequently than monthly along with the associated invoice.

F. Reporting Requirement of Small Business and DVBE Subcontractors

The Contractor invoices shall include a subtotal that enumerates the amounts spent on DGS certified Small Business and DGS certified DVBE subcontractors for the period of the invoice, and a total-to-date for Small Business and DVBE spending. This requirement is in addition to reporting requirement of Section 19 of Exhibit C, General Terms and Conditions.

Pursuant to Mil. & Vet. Code Section 999.7, ten thousand dollars (\$10,000) will be withheld from the final payment, or the full final payment if less than ten thousand dollars (\$10,000), until the prime contractor complies with the certification requirements of subdivision (d) of Mil. & Vet. Code Section 999.5. This requires the Prime contractor to fill out and submit a STD 817 form certifying the actual amount paid to DVBE subcontractors. Prime contractor shall be given 30 days' notice to cure the defect. If, after 30 calendar days from the date of notice, the prime contractor refuses to comply with the certification requirements, CPUC

shall permanently deduct ten thousand dollars (\$10,000) from the final payment, or the full payment if less than ten thousand dollars (\$10,000).

G. Progress Payments and Retention Withholdings

Progress payments will be made on the basis of completion of specific deliverables or sub-deliverables, subject to the approval of CPUC. Ten percent (10%) retention shall be withheld from each invoice including billable hours and expenses. The retention shall become payable upon the satisfactory completion of the Agreement or at the completion of each separate deliverable if the specific deliverable is not a foundation for succeeding deliverables leading to the completion of a finished project, report, or plan.

EXHIBIT C – GENERAL TERMS AND CONDITIONS (GTC 02/2025)

The General Terms and Conditions, GTC 02/2025 will be included and adhere to in the Agreement by reference to the following link:

<https://www.dgs.ca.gov/OIS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

If Contractor does not have Internet access, a hard copy will be provided by contacting the State's Contract Manager listed in the scope of work.

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

1. Excise Tax

The State of California is exempt from federal excise taxes, and no payment will be made for any taxes levied on employees' wages. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or equipment or parts supplied pursuant to this Agreement. California may pay any applicable sales and use tax imposed by another state.

2. Dispute Resolution

A dispute for purposes of this section is a disagreement between Contractor and CPUC in the performance of the Agreement, which is unable to be resolved between Contractor and Program Staff ("Dispute"). In the event of a Dispute, Contractor shall file a "Notice of Dispute" with the California Public Utilities Commission, Executive Director, or designee within ten (10) days of discovery of the problem. Within ten (10) days, the Executive Director or designee shall meet with the Contractor and Contract Manager for purposes of resolving the dispute. The decision of the Executive Director or designee shall be final.

In the event of a dispute, the language contained within this Agreement shall control over any other.

State reserves the right to issue an order to stop work in the event that a dispute should arise, The stop work order will be in effect until the dispute has been resolved.

3. Subcontracts

- A. No work shall be subcontracted without the prior approval of the State's Contract Manager. Upon termination of any subcontract, the State shall be notified immediately.
- B. If the terminated subcontractor is a DVBE, the contractor must replace that subcontractor with another DVBE subcontractor, and such replacement must be approved by the Commission. Failure to adhere to DVBE Participation will be reported to DGS DVBE program for possible enforcement action, including without limitation be cause for contract termination and recovery of damages under the rights and remedies due the state under the default section of the contract.
- C. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

D. It is the intention of the parties that no subcontractors shall be deemed an employee of the State. Contractor agrees to take any and all actions necessary to comply with this intention.

E. Failure of a subcontractor to perform for any reason shall not relieve Contractor of the responsibility for competent and timely performance of duties under this contract.

4. **Commission Staff**

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

Contractor will not be permitted to use State personnel for the performance of services which are the responsibility of Contractor.

5. **Commencement of Work**

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

6. **Ownership of Data**

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

7. **Confidentiality and Data Safeguards**

DEFINITIONS:

7.1 **Confidential Information** means any non-public information, whether in written, oral, graphic, electronic or any other form, including without limitation, unpublished financial information, state plans and practices, and projections, and marketing data, business, financial, technical information, user manuals, forecasts, analyses, software and processes, or information which would be deemed by a reasonable person to be confidential or proprietary in nature.

Confidential Information also means an individual's health, genetic or biometric information, race, ethnic origin, sexual orientation, religious or political, beliefs/affiliation, or criminal record. The contracting state agency may also designate information as "Confidential" or "Proprietary."

7.2 **Personal Information** as set forth in Civil Code section 1798.3, subdivision (a) of the California Information Practices Act (§1798 et. seq) means any information that is maintained by an agency that identifies or describes an individual, including, but not limited to, their name,

social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It includes statements made by, or attributed to, the individual.

7.3 State Data means all information and data owned by the State and submitted to, processed by, or stored by the Contractor and includes, but is not limited to, all data/information that originated with the State, all data/information provided by the State, and data/information generated, manipulated, produced, reported by or otherwise emanating from or by applications run by the State. State Data encompasses Confidential Information and Personal Information.

7.4 Security Incident means any actual or suspected unauthorized access, destruction, loss, theft, use, modification, or disclosure of State Data.

DATA PRIVACY AND CONFIDENTIALITY:

7.5 Contractor shall not collect, use, retain, disclose, sell or otherwise make use of State Data for Contractor's own commercial purposes or in a way that does not comply with the purpose of this Contract or applicable law. If an applicable law requires Contractor to disclose State Data, the Contractor must first inform the State of the legal requirement and give State an opportunity to object or challenge the requirement, unless the applicable law prohibits such notice.

7.6 Contractor shall ensure confidentiality and security of State Data. Contractor shall ensure that all its personnel as well as personnel of its subcontractors with access to State Data comply with security and confidentiality obligations set forth in the Contract.

7.7 Contractor will not disclose State Data or allow access to such information to any third party without the State's prior written consent; provided, however, that Contractor may disclose State Data to its affiliates and subcontractors for purposes of providing the services to the State under this Contract. Contractor will be liable for all actions by the subcontractor related to the use, processing and/or disclosure of State Data.

7.8 Contractor will return or render permanently unreadable and unrecoverable all State Data at the end of this Contract or upon the State's written request unless State Data must be retained by Contractor to comply with applicable laws. Erasure or destruction of all State Data in Contractor's possession shall be in accordance with State's standard for data destruction, which State shall provide to Contractor. If requested, Contractor shall provide certification of destruction to State.

DATA PROTECTION:

7.9 Contractor shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards in accordance with applicable laws, policies, and regulations at all times during the Contract term to protect State Data, systems, and services, from unauthorized or unlawful use, access, modification, disclosure or destruction, introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts.

7.10 Unless otherwise specified in the Contract or Statement of Work, upon discovery or reasonable belief of any Security Incident, Contractor shall notify the State in writing by the fastest means available, in no event greater than 48 hours after such discovery or belief.

Contractor's notification shall identify, to the full extent known to Contractor:

- a. The nature of the Security Incident;
- b. The State Data improperly accessed, used, or disclosed;
- c. The individual records improperly accessed, used, or disclosed if Confidential Information or Personal Information is involved;
- d. The person(s) who improperly accessed, used, disclosed or received State Data;
- e. What Contractor has done or will do to quarantine and remediate the Security Incident;

- and
- f. What corrective action(s) Contractor has taken or will take to prevent future Security Incidents.

7.11 Contractor shall take prompt corrective action to mitigate any risks or damages involved with the Security Incident.

7.12 If Contractor experiences a Security Incident, the State shall determine whether notification to any individuals whose State Data has been improperly accessed, lost or breached is appropriate. If Confidential Information or Personal Information is reasonably believed to have been improperly accessed or acquired by an unauthorized person as a result of a Security Incident that is not due to the fault of the State or any person or entity under the control of the State, Contractor shall bear any and all costs associated with the State's notification obligations as required by all applicable laws and regulations, as well as the cost of credit monitoring. Contractor shall immediately investigate the Security Incident and shall share the investigation report with the State. The State or its authorized agents reserve the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the State, its agents, and law enforcement.

7.13 If the State determines that the data loss or Security Incident is significant, at the discretion of the State, Contractor will, at its expense, have an independent, industry-recognized, State-approved third party perform an information security audit. Contractor shall immediately share the audit results with the State upon Contractor's receipt of such results. Contractor will provide the State with written evidence of planned remediation within thirty (30) days from receipt of the audit results and promptly modify its security measures.

SURVIVAL:

7.14 These privacy, confidentiality, and protection obligations of Contractor, its, agents, successors, and/or assigns, continues for so long as Contractor has access to State Data, including required retention or storage timeframes after Contract termination or expiration.

The Contractor, by signing this agreement recognizes they may be required to have access to data, information and documents within the knowledge and possession of various entities under the regulatory jurisdiction of the Commission. The Contractor recognizes that some of this data, information and documents may be proprietary, confidential, or privileged in nature.

8. Non-Disclosure

The requirements of this Section are in addition to, not in substitution of any separate Non-Disclosure Agreement or similar agreement which may be required by Commission Staff prior to accessing CPUC data, information, or documents.

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

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

The Contractor further recognizes that the data, information and documents obtained during the course of its work for the Commission may be subject to other requirements for nondisclosure which include, but are not limited to, attorney work product privilege, the official information privilege, the attorney-client privilege, and other prohibitions precluding disclosure of confidential information and Contractor may not disclose such data, information and documents without the prior written consent of the Commission or its Staff..

The Contractor agrees not to disclose any information regarding its work to third parties except with the Commission Staff's express prior written consent, and to return all data, information and documents obtained during the course of the Agreement immediately upon request or termination. The Contractor agrees to immediately notify the Commission Staff of any inquiries from third parties which request disclosure of any data, information, or documents.

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

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

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

LEGAL NOTICE

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

9. Termination for Convenience

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

10. Termination in Event of Breach

In the event of any breach of this contract after notice and failure to cure a default, the State may without any prejudices to any of its other legal remedies terminate this contract upon five days' written notice to the Contractor.

11. Waiver

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

12. Gratuities

- A. The State may, by written notice to the Contractor, terminate the right of Contractor to proceed under this contract if it is found, after notice and hearing by the State or by Executive Director of the Public Utilities Commission or duly authorized representative, that gratuities were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view toward securing a contract, securing favorable treatment with respect to award amendment, or the evaluation of performance of such contract, provided that the facts upon which either the Commission or the Executive Director makes such findings may be reviewed in any competent court.
- B. In the event this contract is terminated, State shall be entitled (i) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the contract by the Contractor, and (ii) to a penalty in addition to any other damages to which it may be entitled by law, and to exemplary damages in an amount which shall be not less than three nor more than ten times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

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

13. Conflict of Interest

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

14. Complete Agreement

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

15. Captions

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

16. Force Majeure

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitutes default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of god such as earthquakes, floods, and other natural disasters such that performance is impossible.

17. Tax Delinquencies

Public Contract Code Section 10295.4 provides that a State agency shall not enter into any contract for goods or services with a contractor whose name appears on either list of the 500 largest tax delinquencies pursuant to Section 7063 or 19195 of the Revenue and Taxation Code. Franchise Tax Board (FTB) and California Department of Tax and Fee Administration (CDTFA) will post and periodically update lists of the 500 largest tax delinquencies on their websites as required by law. If the Commission determines that the Contractor or any of its subcontractors are on either the FTB or CDTFA list at any time before or during the contract term, this will be grounds for termination of the contract.

18. Registration with Secretary of State

All business entities doing business within the State must be admitted and registered with the State of California Secretary of State and maintain applicable State of California licenses as required by law. All businesses who do not possess active State of California licenses required to perform the contract services in the scope of work, or who are not admitted or registered with the Secretary of State as required by law during the Agreement term may have their Agreement terminated at the discretion of the Commission.

19. Amendments

- A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
- B. CPUC reserves the right to amend this Agreement through a formal written amendment, signed by the parties, for additional time and/or funding.

20. Insurance Requirements

Upon notice of intent to award, the Contractor shall have 10 business days to furnish to the State certificate(s) of insurance and endorsement(s) evidencing that the contractor has met all the insurance requirements outlined below. All coverage shall be maintained in force throughout the contract term.

A. Workers Compensation and Employers Liability

By signing this Agreement, the Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000 are required. The insurer waives any right of recovery the insurer may have against the State because of payments the insurer makes for injury or damage arising out of the work done under contract/permit with the State. A Waiver of Subrogation or Right to Recover endorsement in favor of the State must be attached to the certificate.

B. Commercial General Liability

By signing this Agreement, the Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage liability. 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. This insurance shall apply separately to each insured against which claim is made, or suit is brought subject to the Contractor's limit of liability.

C. Auto Liability – By signing this Agreement, the Contractor certifies that the Contractor and any employees, subcontractors or servants possess valid automobile coverage in accordance with California Vehicle Code Sections 16450 to 16457, inclusive. The State reserves the right to request proof at any time.

D. Professional Liability By signing this Agreement, the Contractor and any subcontractors shall maintain Professional Liability Insurance for damages caused by an error, omission, or any negligent acts in the amount of \$1,000,000 per claim, \$3,000,000 in the aggregate.

E. General Provisions Applying to All Policies

1. Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance is set to expire during the term of the contract, a new certificate must be received by the day the new policy goes into effect. Any new insurance must still comply with the original terms of the contract.
2. Policy Cancellation or Termination & Notice of Non-Renewal – Contractor and/or Permittee is responsible to notify the State within five business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event Contractor and/or Permittee fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
3. Deductible – Contractor and/or Permittee is responsible for any deductible or self-insured retention contained within their insurance program.
4. Primary Clause – Commercial General Liability insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
5. Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor and/or Permittee is self-insured for a portion or all of its insurance, review of financial information may be required.
6. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
7. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor and/or Permittee's obligations under the contract.
8. Available Coverages/Limits - All coverage and limits available to the contractor shall also be available and applicable to the State subject to the types of insurance and coverage limits listed above.
9. Subcontractors - In the case of Contractor and/or Permittee's utilization of subcontractors to complete the contracted scope of work, contractor and/or Permittee shall include all subcontractors as insured under Contractor and/or Permittee's insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor and/or Permittee.

F. The certificate of insurance must include the following provisions:

- The California Public Utilities Commission must be listed as the "Certificate Holder" and list the following:

State of California
California Public Utilities Commission
Administrative Services Division, Management Services Branch
505 Van Ness Avenue

San Francisco, CA 94102

- The State of California, its officers, employees, and servants are hereby listed as additional insured under Commercial General Liability but only with respect to work performed for the State of California, under the contract (SCM 7.40).

21. SB/DVBE Participation Programs

A. Contractor understands and agrees that should award of this contract be based in part on their commitment to use a Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per Military and Veterans Code section 999.5, subdivision (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved in writing by the Department of General Services (DGS) Office of Small Business and DVBE Services (OSDS). 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.

B. 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 Military and Veterans Code section 999.9, or Public Contract Code sections 10115.10 or 4110 (applies to public works only).

C. If for this agreement Contractor made a commitment to achieve DVBE participation, upon completion of the awarded contract, the Contractor must certify to the awarding department all of the following:

- 1) The total amount the contractor received under the contract.
- 2) The name and address of the DVBE that participated in the performance of the contract and the contract number
- 3) The amount and percentage of work the Contractor committed to provide to one or more DVBE under the requirements of the contract and the amount each DVBE received from the Contractor.
- 4) That all payments under the contract have been made to the DVBE(s). Upon request by the awarding department, the Contractor shall provide proof of payment for the work.

D. STD 817 shall be used for Contractor's certification and provided to the State's Contract Administrator within 60 days of the end of the contract term. STD 817 is located at the following internet site:

<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std817.pdf>

E. A person or entity that knowingly provides false information will be subject to a civil penalty for each violation. (Mil. & Vet. Code, § 999.5, subd. (d).)

22. DVBE Audit

Contractor agrees that the State or its delegate will have the right to review, obtain, and copy all records pertaining to Contractor's compliance with the Disabled Veteran Business Enterprise

(DVBE) requirements as contained in Public Contract Code sections 10115 et. seq. Contractor agrees to provide State or its delegate with any relevant information requested and shall permit State or its delegate access to its premises, upon reasonable notice, during normal business hours for the purposes of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with the DVBE requirements. Contractor further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

23. Evaluation of Contractor

Performance of the Contractor under this Agreement will be monitored throughout the terms of the Agreement. Upon completion of the scope of work or termination of the Agreement, a final evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4) and maintained in the Agreement file. For consultant agreements over \$5,000 in total contract value a copy of a negative evaluation will be sent to the Department of General Services, Office of Legal Services.

24. Change of Personnel

Contractor and Subcontractor's key personnel as indicated in the attached resumes may not be substituted without the CPUC Contract Manager's prior written approval. Any proposed key personnel substitutes must maintain the same levels of expertise and must be charged at the same or lower hourly rates. The Contractor must continue to meet the required minimum qualifications listed in the solicitation. The Contractor shall notify the CPUC Contract Manager, in writing, at least five (5) calendar days before any changes and provide the resume of any new personnel.

25. Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf> regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

26. Conditions of Service

- A. Contractor will abide by all State and Federal laws in performance of this contract.
- B. Contractor and all subcontractors shall abide by all health and safety mandates issued by federal, state, and local governments and/or public health officers as well as those issued by DGS, and worksite specific mandates. If multiple mandates exist, the Contractor and

subcontractors shall abide by the most restrictive mandate. The term “employee”, “worker”, “state worker” or “state employee” in health and safety mandates includes contractor and subcontractor personnel.

- C. It is unlawful for a State Contractor to assist, promote, or deter union organizing by employees who are performing work on a service contract for the State or a State agency. This action is subject to fines in accordance with Government Code section 16645 et seq.

27. GenAI Technology Use

“AI” definition - A computer system or program able to perform tasks or produce output normally requiring human intelligence.

All AI generated material used in preparation of contract deliverables must be reviewed and validated by a qualified human subject matter expert. No deliverable will be solely AI generated.

28. Licenses and Permits

The Contractor shall have or obtain at Contractor’s expense all license(s) and permit(s) required by law for accomplishing any work required in connection with this Contract.

In the event any license(s) and/or permit(s) are set to expire at any time during the term of this Contract, the Contractor agrees they will renew said license(s) and/or permit(s) prior to expiration. In the event the Contractor fails to keep in effect at all times all required license(s) and permit(s), the State may, in addition to any other remedies it may have, terminate this Contract upon occurrence of such event.

29. Notification of Information Security Incidents

Upon discovery of an information security incident involving State data, the Contractor must notify the CPUC contract manager within twenty-four (24) hours and take prompt corrective action to mitigate any risks or damages involved with the breach. Within Seventy-Two (72) hours the Contractor must provide a report to the CPUC contract manager with the following information:

- I. What data elements were involved and the extent of the data involved in the incident,
- II. A description of the unauthorized persons known or reasonably believed to have improperly used, disclosed, or received State data.
- III. A description of where the State data is believed to have been improperly transmitted, sent, or utilized.
- IV. A description of the probable causes of the improper use or disclosure; and
- V. A corrective action plan, including information on what measures have already been taken.

30. Federal Funding Terms and Conditions

- A. All recipients of federal funds are subject to 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements affecting federal funds which can be found here: [eCFR :: 2 CFR Part 200 -- Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#)

- B. By signing this agreement the Contractor agrees to adhere to all applicable laws, regulations and policies contained within 2 CFR 200.

2. MINIMUM QUALIFICATIONS

2A. Any potential Contractor must meet each of the minimum qualifications listed below.

2B. Proposers must provide a statement and documentation with their solicitation response demonstrating that their team meets all of the minimum qualifications.

2C. Any failure to meet a minimum qualification will result in disqualification from the solicitation process.

2D. Minimum Qualifications

Company Qualification 1 – Federal Broadband Grant Administration

Minimum Experience: The Contractor shall demonstrate a minimum of five (5) years of experience administering or providing oversight for federally funded broadband infrastructure or telecommunications grant programs. Qualifying experience may include the Broadband Equity, Access, and Deployment (BEAD) Program, ReConnect Program, American Rescue Plan Act (ARPA), CARES Act, Economic Development Administration (EDA), or other comparable federal grant programs. Experience shall include grant administration, subrecipient monitoring, compliance with 2 CFR Part 200, financial reporting, performance reporting, or program oversight.

Company Qualification 2 – Broadband Engineering Services

Minimum Experience: The Contractor shall demonstrate a minimum of ten (10) years of experience providing broadband engineering advisory services to public-sector clients. Experience shall include reviewing broadband infrastructure deployments, evaluating engineering plans and network designs, conducting technical inspections or field verification, validating infrastructure deployment, or supporting certification of network completion for fiber optic, fixed wireless, or satellite broadband projects.

Company Qualification 3 – Public Sector Experience

Minimum Experience: The Contractor shall demonstrate successful experience providing consulting, engineering, grant administration, or program management services for federal, state, tribal, or local government agencies. The Contractor shall provide examples of projects comparable in size, scope, and complexity to the services requested under this solicitation.

Company Qualification 4 – Past Performance

Minimum Experience: The Contractor shall demonstrate successful performance on similar broadband engineering, grant administration, advisory, or consulting engagements. The Contractor shall provide a minimum of three (3) client references for projects completed within the last five (5) years, including project scope, contract value, services provided, and client contact information. The Contractor shall disclose whether any BEAD-related contract administered in another state has been terminated, suspended, discontinued, or subject to material corrective action, including an explanation of the circumstances and resolution.

Company Qualification 5 – Organizational Capacity and Staffing Resources

Minimum Staffing Capacity: The Contractor shall demonstrate the organizational capacity to provide sufficient staffing resources to support the California Public Utilities Commission's (CPUC) Broadband Equity, Access, and Deployment (BEAD) Program throughout the term of the Contract.

At a minimum, the Contractor shall provide:

Eight (8) Full-Time Equivalent (FTE) personnel dedicated to supporting BEAD Project Teams responsible for engineering review, grant administration, subgrantee monitoring, technical assistance, site visits, deployment oversight, compliance monitoring, environmental coordination, data management, reporting, and other program implementation activities.

Three (3) Full-Time Equivalent (FTE) personnel dedicated to administrative and financial support functions, including contract administration, invoice review, reimbursement processing, financial reconciliation, scheduling, document management, reporting support, meeting coordination, and other operational support services.

One (1) Program Manager

Minimum Experience: Eight (8) years of progressive technical or managerial experience. At least five (5) years of experience within the last twenty (20) years occupying a Program Manager position.

Minimum Education: Possession of a bachelor's degree in a relevant field of study or equivalent. The educational degree may be replaced with a certificate from a vendor supported program or equivalent university degree. The Offeror must provide a copy of degree with response.

Three (3) Subject Matter Experts

Minimum Experience: Minimum of four (4) years of professional experience or advanced academic credentials in a field directly related to the contract work, such as broadband infrastructure deployment, network engineering or technical design review, GIS and location data analysis, performance testing, environmental and permitting compliance, grant monitoring, or federal broadband program compliance. Relevant experience may include review of network designs, diagrams, project costs, build-out timelines, implementation milestones, capital investment schedules, and documentation demonstrating that BEAD-funded networks can meet applicable performance requirements for all project locations, including eligible BSLs and Community Anchor Institutions.

Minimum Education: Possession of a bachelor's degree in a relevant field of study or equivalent. The educational degree may be replaced with a certificate from a vendor supported program or equivalent university degree. The Offeror must provide a copy of degree with response.

One (1) Project Manager

Minimum Experience: Eight (8) years of progressive technical, engineering, or managerial experience. At least three (3) years of experience within the last five (5) years managing large-scale federal grant oversight engagements, broadband infrastructure deployment programs, or engineering oversight contracts. Experience shall include project planning, contract administration, schedule management, stakeholder coordination, risk management, and oversight of multidisciplinary project teams.

Minimum Education: Possession of a bachelor's degree in Engineering, Business Administration, Public Administration, Project Management, Information Technology, Telecommunications, or a related field. The educational degree may be substituted with an additional four (4) years of qualifying professional experience. The Offeror must provide a copy of the degree with its response.

One (1) NEPA/Environmental Lead

Minimum Experience: Five (5) years of professional experience supporting National Environmental Policy Act (NEPA) compliance for federally funded infrastructure projects. Experience shall include environmental review, Section 106 consultation, Endangered Species Act (ESA) coordination, environmental permitting, and coordination with federal, state, tribal, and local agencies. Experience supporting broadband, telecommunications, utility, transportation, or other linear infrastructure projects is required.

Minimum Education: Possession of a bachelor's degree in Environmental Science, Environmental Planning, Biology, Ecology, Natural Resources, Engineering, Geography, or a related field. The Offeror must provide a copy of the degree with its response.

Two (2) Broadband Engineers

Minimum Experience: Five (5) years of professional engineering or telecommunications experience related to broadband infrastructure deployment, network engineering, technical design review, field verification, or construction inspection. Experience shall include review of fiber optic and wireless network designs, broadband serviceable location (BSL) analysis, network performance testing, engineering plan review, or technical evaluation of broadband infrastructure projects. At least two (2) qualified Broadband Engineers shall be identified in the proposal. The Broadband Engineers must be licensed by the California Board for Professional Engineers, Land Surveyors and Geologists.

Minimum Education: Possession of a bachelor's degree in Civil Engineering, Electrical Engineering, Telecommunications Engineering, Computer Engineering, Information Technology, or a related engineering discipline. The Offeror must provide a copy of the degree with its response.

2E. The California Disabled Veteran Business Enterprise (DVBE) Program requires that state agencies take all practical actions necessary to meet or exceed a DVBE participation goal of three (3%) percent of the agency's overall contract dollars.

2F. There is a mandatory 3 % DVBE participation requirement for this solicitation.

Responses submitted that do not include 3 % DVBE participation will be disqualified.

3. ADMINISTRATIVE INFORMATION

3A. Any agreements resulting from this solicitation will include all of the terms and conditions included in the Exhibits of Section 1, Scope of Work and Contract Terms. These terms and conditions **are not negotiable**. The CPUC does not accept alternate contract language from a prospective Contractor. A response with such language will be considered a counter proposal and will be rejected.

3B. Responses that do not comply with the requirements and instructions of this solicitation may cause the bid to be deemed non-responsive and ineligible for award.

3C. A response may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind.

3D. Key Action Dates

*Key Action Dates	Date/Time
RFP Solicitation Post Date - on www.caleprocure.ca.gov	August 5, 2026
Proposer's Written Questions Submission Deadline	August 14, 2026 by 10:00 AM PST
Written Answers Tentative Posting Date	August 19, 2026
Proposal Response Due Date	September 2, 2026 by 10:00AM PST
"Intent to Award" Tentative Posting Date - Posted on www.caleprocure.ca.gov	September 21, 2026
Tentative Contract Executed Date	October 26, 2026

3E. All key actions and dates after the solicitation response due date are estimated and subject to change.

3F. The CPUC may modify or cancel this solicitation prior to the date fixed for submission of bids by the issuance of an Addendum which will be posted to the solicitation on Caleprocure.ca.gov.

3G. Any questions regarding this solicitation or the terms and conditions of the proposed contract must be submitted in writing by, via email to the Point of Contact listed on the cover of this solicitation. All questions must be received prior to the deadline for questions as listed in the Key Action Dates. Emails should include the individual's name, firm name, and must reference the solicitation number the subject line. All answers will be posted on the Cal eProcure website. Terms and conditions will not be negotiated after contract award.

3H. Solicitation responses must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.

3I. Any contact with the CPUC regarding this solicitation must be directed to the designated CPUC point of contact listed on the cover sheet of this solicitation. Prospective Contractors shall not contact any other CPUC employees regarding the proposed work. Any such discussion or inquiry regarding this Solicitation may result in the disqualification of Proposer.

3J. All documents submitted in response to this Solicitation will become the property of the State of California and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public. The CPUC cannot prevent the disclosure of public documents and Proposers marking a document “CONFIDENTIAL” or “PROPRIETARY” will not keep the document from being released unless an order by a Court specifically prevents its release by the State. However, the contents of all proposals, correspondence, agenda, memoranda, and working papers, or any other medium which discloses any aspect of the Proposer’s proposal, shall be held in the strictest confidence until the notice of “Intent to Award” is released to the public.

3K. The CPUC may waive any immaterial deviation in a solicitation response. The CPUC's waiver of immaterial deviation shall in no way modify this solicitation document or excuse the Proposer from full compliance with all requirements if awarded the Agreement.

3L. Costs incurred for developing proposals and in anticipation of the award of the Agreement are entirely the responsibility of the Proposer and shall not be charged to the CPUC.

3M. The CPUC reserves the right to reject all proposals for reasonable cause including cost. The CPUC is not required to award an Agreement.

3N. Generative AI Disclosure Notification Clause

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

Bidder / Offeror 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 Definitions for GenAI.

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

Upon notification by a Bidder / Offeror of GenAI as required, the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids/offers 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.

3O. In order to be eligible to contract with the State of California, Proposers must not be listed on any tax delinquency or Russian sanctions violations list and must be in good standing with the Secretary of State.

3P. System for Award Management

All entities bidding for this federally funded contract, must have a Unique Entity ID (UEI) and be registered with System for Award Management. (SAM.gov). Failure to register and maintain an active SAM account will prevent your organization from receiving federal funds. SAM accounts must be renewed annually. Entities will be required to provide their organization's UEI number and CPUC will check that the entity is in good standing before entering into an agreement. The registration process can take a few weeks; therefore, entities not already registered are highly encouraged to begin the registration process now.

4. SUBMISSION REQUIREMENTS

4A. Solicitation responses must be submitted via email to Solicitations@cpuc.ca.gov.

4B. Attachment(s) **must not exceed 150 megabytes (mb)** in total. Emails exceeding this amount will not be received by the CPUC. Responses must be sent in the following format:

- The subject line of the Submittal Email must read:
Response to CPUC Solicitation Number: 25NC0665
- The body of the email must read:
DO NOT OPEN
Solicitation Number 25NC0665 BEAD Administration and Oversight
California Public Utilities Commission Contracting Unit
ATTENTION: Daniela Isquierdo
- Offer attachments must be named the following:
 - **Solicitation Number 25NC0665 Proposal Package_ [Company Name]**

4C. Failure to deliver a response by the date and time listed in the Key Action Dates will be cause for rejection of the response. It is the responsibility of the Proposer to ensure documents are submitted on time. The CPUC is not responsible for errors or delays.

4D. Submission Package.

Proposers must address all items in this section in their solicitation responses.

1) Cover Letter

The cover letter must include the following information:

- a. Introduction of the Prime Contractor;
- b. Business information of the Prime Contractor, including legal name, address, e-mail address, and phone number;
- c. Name of all subcontractor firms;
- d. Concise statement explaining why they are the best fit to complete the work under this solicitation;
- e. Signature, title, and contact information from a representative of the Prime Contractor who is authorized to bind the contractor contractually;

2) Conflict of Interest Disclosures

All Proposers must provide the disclosures set forth below and complete and sign the Conflict-of-Interest Statement [*Attachment 2*].

- a. For purposes of this solicitation or any resulting Agreement, “Conflict of Interest” means:
 - i. a conflict of interest as defined in this solicitation or any resulting Agreement;

- ii. Any activity or interest prohibited by any applicable Federal or State law, including the Political Reform Act, relating to conflicts of interest and any regulation under them; and
- iii. Any financial interest or relationship that may impair the ability of the individual or firm to deliver fair unbiased work for the CPUC. A relationship may include any business position such as a director, partner, officer, trustee, employee, or any position of management with any of the Covered Entities or any parent, subsidiary, or affiliate thereof.
- b. "Covered Entities" means: past, current, or future financial relationships with BEAD grantees, contractors, suppliers, or equipment manufacturers involved in funded network planning within the past five years.
- c. "Team Member" includes a) any firm (either as a prime or sub-contractor) whether incorporated or not, including a sole proprietorship ("Firm Team Member"); and b) any individual, whether an employee, independent Contractor or other ("Individual Team Member"), if the Firm Team Member or Individual Team Member is performing or supervising work under any resulting Agreement whose work on this project is expected to involve the exercise of judgment.
- d. Disclose for each Team Member:
 - i. Current contracts, subcontracts, employment with, or active proposal(s) before, any of the Covered Entities or any parent, subsidiary, or affiliate thereof. Provide the total amount of payments, duration, and nature of service. In addition, indicate if any Individual Team Member is working on or is expected to work on any of these contracts.
 - ii. Prior contracts during the last three years with any of the Covered Entities or any parent, subsidiary, or affiliate thereof. Provide the total amount of payments, duration, and nature of service. In addition, indicate if any Individual Team Member worked on those contracts.
 - iii. Any investment in, or joint venture, partnership, or similar arrangement with, any of the Covered Entities or any parent, subsidiary, or affiliate thereof. For investments list only current investments; for a joint venture, partnership, or similar arrangement list those existing within the past three years. List the entity's name, the nature, scope and duration of the business arrangement and the total monetary value.
 - iv. If a Team Member is currently working on or has done work for the CPUC during the past three years. Provide the total amount of payments, duration, and nature of service.
 - v. If (i) any Individual Team Member owns, together with his or her spouse or registered domestic partner, and dependent children, 10% or more of the firm performing the work and (ii) the firm now or within the past 12 months has been under contract with or received income from any of the Covered Entities or its parent, subsidiaries, or affiliates, disclose: the name of the individual; his or her percentage of ownership; cost and length of the contract (or if no contract, the amount of income received and the period over which received); and a brief description of the scope of work. For purposes of this disclosure, a sole proprietor owns 100% of the firm.
 - vi. If any Individual Team Member has received within the past 12 months (or will receive during any 12-month period) \$500 or more of income

- from a Covered Entity, disclose the individual's name and the source of income. In response to this question, include the total income of the individual, his or her spouse or registered domestic partner.
- vii. If any Individual Team Member has an investment in any Covered Entity worth \$2000 or more, disclose individual's name and the company in which the investment is held. In response to this question, include the total investments of the individual, his or her spouse, or registered domestic partner, and dependent child.
 - viii. If any Individual Team Member has received within the past 12-months (or will receive during any 12-month period while performing such work) gifts or travel payments, totaling \$470 or more, from any Covered Entity.
 - ix. Any business position, such as a director, officer, partner, trustee, employee, or any position of management held with any Covered Entity by an Individual Team Member.
 - x. Any board membership in a nonprofit organization held with any Covered Entity by an Individual Team Member.
- e. Failure to disclose the above-mentioned could be grounds for disqualification.
 - f. If no Team Members have any conflict of interests to disclose a single statement from the Prime Contractor stating there are no conflicts of interest is acceptable.
 - g. The Prime Contractor shall provide a statement, signed by the principal of each participating subcontractor, that the information provided in response to this section is correct to the best of his or her knowledge.
 - h. The requirement of disclosure of conflicts of interest is a continuing obligation after award. The successful awardee will be required to avoid conflicts during the term of this Agreement and disclose in writing to CPUC's Contract Manager any potential or actual conflicts as soon as such conflicts are discovered. The CPUC may, at its option, direct termination of any individual Team Member or the entire Agreement, if such a Conflict of Interest is found.
 - i. A Team Member will be disqualified from the solicitation process for any of the following reasons:
 - i. A Team Member has a conflict of interest or the appearance of which would place the CPUC in an unfavorable light.
 - ii. A Team Member has participated on behalf of the CPUC, directly or indirectly, in any of the negotiations, transactions, planning, arrangement or any part of the decision-making process leading up to this solicitation.

3) Resumes

Proposer must provide current detailed resumes of all proposed team members, including from subcontractor firms.

4) Minimum Qualifications Documentation

Proposer must state how their team meets all of the minimum qualifications listed in Section 2, Minimum Qualifications and provide any relevant supporting documentation.

5) References

Proposer must use [*Attachment 3*] – Reference Sheet to provide three (3) professional references for their proposed team listing work they have successfully completed of a similar size and scope to the scope of work for this solicitation.

6) Approach Narrative

The Proposer must demonstrate their understanding of and the ability to meet the CPUC's needs as specified in this solicitation by describing in detail its approach / methodologies to performing the services as described in Exhibit A – Scope of Work. This approach should highlight the Proposer's proposed team's skills and qualifications compared to the evaluation criteria Section 6, Evaluation Criteria and Process 6A #3.

7) Detailed Work Plan

The Proposer will provide a proposed work plan for all deliverables under this contract. The work plan shall detail the steps necessary to complete the Scope of Work as described in Exhibit A – Scope of Work and personnel assigned to task.

8) Other Required Attachments

Proposer must submit all of the other required attachments listed below.

Attachment 4 - Payee Data Record (std. 204)

Attachment 5 - Payee Data Record Supplement (std. 205)

Attachment 6 - Contractor Certification Clauses (CCC 04/2017)

Attachment 7 - Darfur Contracting Act Form

Attachment 8 - Bidder Declaration form (GSPD-05-105)

Attachment 9 - DVBE Declaration form (DGS PD 843)

Attachment 10 - Commercially Useful Function Certification

Attachment 11 - Iran Contracting Act form

Attachment 12 - California Civil Rights Law Certification

9) Cost Sheet

Proposer must provide their total cost for performing the required services by using the provided [*Attachment 13*] – Cost Sheet.

4E. Only one proposal from an individual, firm, partnership, corporation, or combination thereof, will be considered.

4F. A Proposer may withdraw its response by submitting a withdrawal request email to the CPUC at Solicitations@cpuc.ca.gov, signed by an authorized agent of the Proposer. A Proposer may thereafter submit a new response prior to the submission deadline as set forth in the Key Action Dates. Modifications offered in any other manner, oral or written, will not be considered.

4G. Electronic signatures including scans of wet signatures are permissible for all proposal documents.

4H. Upon proposal submittal, all documents submitted in response to this RFP will become the property of the State of California, and will be regarded as public records under the California

Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.

5. PREFERENCE AND INCENTIVE PROGRAMS

5A. Proposer may qualify for a Small Business (SB) preference and/or Disabled Veteran Business Enterprise (DVBE) incentive as described in the following sections.

5B. Small Business Preference

- 1) Section 14835, et seq., of the California Government Code requires that a five percent (5%) preference be given to Proposers who qualify as a Small/Micro business enterprise. The rules and regulations of this law are contained in Title 2, California Code of Regulations Section 1896, et seq.
- 2) Non-small business Contractors will be granted a five percent (5%) preference when a responsible non-small business agrees to subcontract at least twenty-five (25%) of their total Proposal cost with one or more California-certified small businesses. However, this preference for a non-small business may not be used to take an award away from a certified small business.
- 3) The small business preference is calculated by adding 5% of the total evaluation points for the highest scoring non-small business Contractor to each small business or non-small business subcontracting 25% or more to a SB.

5C. DVBE Incentive

- 1) The DVBE Incentive Program applies to this solicitation. It is separate from the DVBE Participation Program and was established in Military and Veterans Code §999 et seq., and California Code of Regulations §1896.99 et seq.
- 2) The DVBE incentive is available to certified DVBEs and non-DVBE Contractors who commit to subcontracting with a certified DVBE. The incentive amount will vary in conjunction with the percentage of DVBE participation. The following percentages will apply:

Confirmed DVBE Participation of:	DVBE Incentive Percentage:
5% or over	5%
4% to 4.99% inclusive	4%
3% to 3.99% inclusive	3%
2% to 2.99% inclusive	2%
1% to 1.99% inclusive	1%

- 3) The incentive points are included in the sum of non-cost points. Proposer will have points added to their evaluation score based on their participation percentage of the number of non-cost points available in the solicitation. The incentive points cannot be used to achieve any applicable minimum point requirements.
- 4) Proposers can access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD), online certified firm database at: www.caleprocure.ca.gov. To begin your search, click on “**Get Certified / Search for**

SB/DVBE ,” then click **“Search For Certified Firms.”** Search by “Keywords” or “United Nations Standard Products and Services Codes (UNSPSC) that apply to the elements of work you want to subcontract to a DVBE. Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at: www.caleprocure.ca.gov. **The following link has more information on accessing bid solicitations and placing ads. [Learn how to access bid solicitations and place ads](#).** For questions regarding the online certified firm database and the CSCR, please call the OSDS at (916) 375-4940 or send an email to: OSDSHelp@dgs.ca.gov

- 5) Proposer understands and agrees that should award of this contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per Military and Veterans Code 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS). Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.
- 6) Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in M&VC § 999.9; Public Contract Code (PCC) §10115.10, or PCC § 4110 (applies to public works only).
- 7) Pursuant to Mil. & Vet. Code Section 999.7, ten thousand dollars (\$10,000) will be withheld from the final payment, or the full final payment if less than ten thousand dollars (\$10,000), until the Prime Contractor complies with the certification requirements of subdivision (d) of Mil. & Vet. Code Section 999.5. Prime Contractor shall be given 30 days’ notice to cure the defect. If, after thirty (30) calendar days from the date of notice, the Prime Contractor refuses to comply with the certification requirements, CPUC shall permanently deduct ten thousand dollars (\$10,000) from the final payment, or the full payment if less than ten thousand dollars (\$10,000).

5D. To qualify for a preference or incentive, the Proposer must identify any applicable certifications for themselves or any subcontractors using Attachment 8 - Bidder Declaration Form (GSPD-05-105). Proposers who want to qualify for the DVBE incentive must also fill out Attachment 9 – DVBE Declaration Form (DGS PD 843) and include it as a part of their response. Information provided on the Declaration forms will be verified by CPUC prior to the award of the contract.

5E. Proposer with pending certification applications under review by the DGS concurrent with the proposal time frame should contact DGS/OSDS to request an expedited review/approval of their application in order to be considered for the preference or incentive during the evaluation of their solicitation response. Contact DGS/OSDS at (916) 375-4940 to obtain information about the application expedition process. Contractors must notify the CPUC in

writing at the time of response submission that they have an application for SB or DVBE certification under review at the DGS Office of Small and Disabled Veteran Business Enterprise Certification, and that they wish to be considered for the SB Preference Calculation.

5F. Information on how to become certified as a SB or DVBE, and other related information can be found online: <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>

5G. Application of the DVBE incentive cannot displace a California certified small business from a contract award. However, one small business can displace another small business for award as a result of application of other preferences and/or the DVBE incentive. In the event of a precise tie between the bid of a certified SB and the bid of a certified DVBE that is also a SB, the award shall go to the DVBE that is also a SB.

5H. In order to be given a preference or incentive, a certified small business or DVBE Contractor or Subcontractor must meet the commercially useful function requirements under Government Code Section 14837(d) (4). A person or an entity is deemed to perform a "commercially useful function" if that person or entity does all of the following:

- 1) Is responsible for the execution of a distinct element of the work of the Contract;
- 2) Carries out the obligation by actually performing, managing, or supervising the work involved;
- 3) 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 payments;
- 4) Performs work that is normal for its business services and functions; and
- 5) Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

A Contractor or Subcontractor will not be considered to perform a commercially useful function if the Contractor's or Subcontractor's role is limited to that of an extra participant in order to obtain the appearance of small business or disabled veteran business participation. Proposers must complete [*Attachment 10*] – Commercially Useful Function Certification and submit it with their solicitation response to be considered for a preference or incentive.

5I. If upon verification of Proposer's business status, it is determined that a Contractor or Subcontractor is not a certified Small/DVBE business as claimed, the Contractor shall be classified as a large business which shall preclude Proposer from receiving any preference or incentive.

5J. Any incentive or preference applied to a Proposer's solicitation response is used only for evaluation purposes to arrive at the successful Proposer and does not alter the actual amount of the Proposer's response. Any contract awarded from this solicitation will be in the amount of the Proposer's actual submitted cost.

5K. Pursuant to Government Code 14841, upon completion of the contract for which a commitment to achieve small business (SB) or DVBE participation goals was made, the

Contractor shall report to the awarding department the actual percentage of SB/DVBE participation that was achieved.

5L. Target Area Contract Preference Act (TACPA)

- 1) The TACPA workplace and workforce preferences will be evaluated for this solicitation. California-based companies seeking TACPA preferences will need to complete and submit preference request forms with the bid/offer. The following webpage contains required preference request forms and an interactive map to determine if a business is located within a TACPA qualified zone: [Request a Target Area Contract Preference](#)
- 2) By submitting TACPA forms, a bidder given a TACPA preference agrees to the TACPA contract provisions required by GC Section 4535 and provided in section 1896.40 of Title 2 of the California Code of Regulations (2 CCR 1896.40) in addition to requirements specified on the TACPA form STD 830.

6. EVALUATION CRITERIA AND PROCESS

6A. Solicitation responses will be evaluated in the following steps:

1) Administrative Compliance Check

The CPUC Contracting Unit will conduct an initial solicitation response compliance check. The compliance check will be conducted on a pass/fail basis. The compliance check will include but is not limited to the following:

- i. Response is received by the date and time required per the Key Action Dates.
- ii. All required forms are completed and signed.
- iii. There is no alternate or conditional language or any irregularities of any kind.
- iv. Tax delinquency and Russian sanctions eligibility confirmation.
- v. Secretary of State status verification.
- vi. Required DVBE participation amount confirmation.

Responses which do not pass the Administrative Compliance Check are disqualified and not evaluated further.

2) Technical Evaluation

An evaluation team of at least three (3) CPUC staff members will review all qualified solicitation responses. The evaluation team will score each response according to the criteria listed in #3 below. **The technical evaluation is worth a total of one hundred forty five (145) points.**

3) Evaluation Criteria

Scoring Criteria

Each evaluation criterion will be assigned a rating based on the definitions below. The rating determines the percentage of available points awarded for that criterion. The score assigned is calculated as the **points earned divided by the total points possible** for the criterion, with ratings corresponding to 100%, 75%, 50%, 25%, or 0% of the maximum available points.

Rating	Description
Comprehensive	Response exceeds all solicitation requirements. Demonstrates exceptional understanding, approach is highly detailed and specific to BEAD/California context, risk to the State is very low. Strong supporting evidence, past performance, and staffing depth.
Good	Response clearly meets solicitation requirements and demonstrates solid understanding. Minor weaknesses or gaps are

Rating	Description
	easily correctable. Risk is low. Past performance and staffing are solid.
Fair	Response meets minimum requirements but with some gaps or areas of concern. Risk is moderate. Weaknesses are correctable without significant cost or schedule impact.
Poor	Response has significant weaknesses and only partially meets requirements. Risk is high. Significant clarification or revision required.
Fail	Response fails to meet requirements. Fundamental omissions or misunderstandings. Risk to successful performance is very high. Proposal may be rejected.

Point Allocation Guidelines

The following point allocation guidelines establish the scoring ranges for each rating category based on the total points available for an evaluation criterion. Evaluators shall assign a point value within the applicable range that best reflects the quality, completeness, and responsiveness of the proposal. The higher the score within a range, the more closely the proposal demonstrates the characteristics of that rating.

20 – Point criteria	15 – Point criteria	10 – Point criteria	5 – Point criteria
Comprehensive 17 – 20	Comprehensive 13 - 15	Comprehensive 9 – 10	Comprehensive 5
Good 13 – 16	Good 10 – 12	Good 7 – 8	Good 4
Fair 8 – 12	Fair 6 – 9	Fair 4 – 6	Fair 3
Poor 1 – 7	Poor 1 – 5	Poor 1 – 3	Poor 1 – 2
Fail 0	Fail 0	Fail 0	Fail 0

Factor A: Technical Approach (95 Points)

Evaluators will assess the quality, specificity, and feasibility of the offeror's proposed technical approach against each sub-factor. Generic responses that are not tailored to BEAD program requirements will receive reduced scores. Offerors should demonstrate knowledge of NTIA BEAD requirements, 2 CFR Part 200, California-specific environmental compliance obligations, and broadband infrastructure engineering standards.

Sub-Factor	Criterion Name	Evaluation Criterion / What Evaluators Will Assess	Points Available	Score
A.1	Federal Compliance & 2 CFR Part 200 Expertise	Demonstrated understanding of Uniform Guidance requirements including procurement standards (§200.317–326), cost principles (§200.400–475), allowability determinations, subrecipient monitoring, and audit readiness (A-133/Single Audit). Approach to ensuring BEAD-funded activities comply with all NTIA requirements and Infrastructure Investment and Jobs Act (IIJA) mandates.	15	
A.2	NTIA BEAD Program Oversight & Deliverable Management	Methodology for supporting California Public Utilities Commission (CPUC) in meeting all NTIA BEAD program deliverables, milestone tracking, Initial/Final Proposal obligations, Volume I/II compliance, and post-award grant management. Experience with BEAD-specific requirements including the Seven-Year Action Plan and Deployment Plans.	20	
A.3	Broadband Engineering & Network Design Review	Capacity to review subgrantee broadband deployment plans (fiber, fixed wireless, satellite), assess technical feasibility, evaluate network architecture, validate coverage maps using FCC Fabric Version data, and conduct engineering quality reviews of capital expenditures and technology selections.	15	
A.4	Site Visit Support & Field Verification, Deployment Monitoring & Technical Testing	Approach to conducting site visits at subgrantee deployment locations, field verification of infrastructure build-out, progress inspections, and reporting findings to CPUC. Include staffing plan, geographic coverage across California, and frequency of visits, and methodology for monitoring deployment progress and verifying technical performance, compliance, and readiness for acceptance.	10	
A.5	NEPA/CEQA Compliance Support	Technical approach to environmental compliance coordination including NEPA categorical exclusion determinations, Environmental Assessments (EA), Environmental Impact Statements (EIS), CEQA review, and integration with NTIA environmental review processes. Experience with Section 106 (NHPA) consultation.	10	
A.6	Grant Administration, Reporting, and Compliance Management	Demonstrated approach for supporting BEAD grant administration activities, including preparation and review of Semi-Annual Reports (SAR), Federal Financial Reports (SF-425), financial reconciliation, reimbursement validation, cost allowability reviews, subgrantee reporting review, BABA compliance documentation, audit readiness, corrective action	10	

Sub-Factor	Criterion Name	Evaluation Criterion / What Evaluators Will Assess	Points Available	Score
		tracking, and preparation of federal and state program reports.		
A.7	Subgrantee Monitoring, Risk Management, Training, and Technical Assistance	Approach for implementing risk-based subgrantee oversight, including portfolio risk assessments, quarterly desk reviews, monitoring level determinations, corrective action tracking, enforcement support, subgrantee onboarding, compliance training, technical assistance, reimbursement support, reporting assistance, and ongoing communication with subgrantees.	10	
A.8	Data Management, GIS, Mapping, and Program Administrative Support	Demonstrated capability to manage BEAD program data systems and reporting infrastructure, including the grant management system (GMS)/Automated Reporting and Compliance (ARC) data management, Federal Communications Commission (FCC) Broadband Data Collection/Fabric coordination, geographic information system (GIS) analysis, broadband deployment mapping, location-level data validation, reporting dashboards, document management, knowledge transfer, and development of program templates, guidance materials, and institutional documentation.	5	

Detailed Criteria — Factor B: Qualifications & Experience (30 Points)

Evaluators will assess the demonstrated qualifications of the offeror's firm and proposed key personnel. Past performance references must be verifiable. Personnel proposed as Key Personnel must be committed to the contract; substitution after award requires CPUC written approval.

Sub-Factor	Criterion Name	Evaluation Criterion / What Evaluators Will Assess	Points Available	Score
B.1	Firm Qualifications — Federal Broadband Grant Administration	Demonstrated experience administering or providing oversight for federal broadband grants BEAD with demonstrated outcomes. Provide representative past performance including contract size, scope, and client references.	10	
B.2	Firm Qualifications — Broadband Engineering	Proven track record of providing broadband engineering advisory services to public-sector clients for a minimum of 10 years, including reviewing broadband infrastructure deployments at scale. Demonstrate experience evaluating network designs, engineering plans, and deployment activities for last-mile fiber, fixed wireless access (FWA), and fixed satellite service (FSS). Provide	10	

Sub-Factor	Criterion Name	Evaluation Criterion / What Evaluators Will Assess	Points Available	Score
		representative engagements where the firm reviewed plans, conducted technical inspections, validated infrastructure deployment, or supported certification of network completion.		
B.3	Past Performance and Contract History	Demonstrate successful performance of BEAD or similar federally funded broadband infrastructure projects. Identify all states in which the proposer has provided BEAD-related services, the scope of work performed, and whether the engagement is ongoing or completed. If the engagement has ended, explain the reason for completion or termination. Provide a reference letter or contact information for each BEAD client demonstrating satisfactory performance. The proposer must also disclose whether any BEAD-related contract has been terminated, suspended, or discontinued, including the circumstances and resolution.	10	

Detailed Criteria — Factor C: Management Plan (20 Points)

Evaluators will assess the offeror's approach to program management, staffing continuity, reporting, and small business participation. Responses should align with CPUC program management expectations and NTIA milestone reporting requirements.

Sub-Factor	Criterion Name	Evaluation Criterion / What Evaluators Will Assess	Max Pts	Score
C.1	Project Management, Reporting, and Quality Assurance	Approach to project oversight, including use of project management tools, deliverable tracking, quality assurance and quality control procedures, status reporting cadence to CPUC, issue escalation procedures, and integration with CPUC's existing program management structure. Demonstrate methods for ensuring technical accuracy, consistency, compliance with contract requirements, and timely completion of deliverables.	10	
C.2	Staffing Plan & Surge Capacity	Organizational chart, staffing levels, and availability of key personnel. Offeror must demonstrate capacity to scale resources to meet BEAD program timelines including subgrantee award periods, NTIA cure requirements, and concurrent site visit demands across multiple internet service providers (ISPs). The prime contractor shall provide all designated key personnel using its own employees. Key personnel, including engineering leadership and the California	10	

Sub-Factor	Criterion Name	Evaluation Criterion / What Evaluators Will Assess	Max Pts	Score
		licensed Professional Engineer responsible for oversight, shall not be subcontractor personnel.		

4) Reference Check

The references provided as a part of the solicitation response will be contacted by the evaluation team. The reference check will consist of asking the reference to verify the details the Proposer has provided on Attachment 3 – References Sheet and to describe their overall experience working with the Contractor. References will be evaluated as pass or fail. If a reference cannot verify the details provided by the Proposer or describes a negative experience in working with the Proposer, that reference check will be considered a failure. Failing a reference check may result in disqualification of the Proposer. If a reference is unable to be verified, it may be disregarded. CPUC reserves the right not to disqualify a proposal if some references cannot be verified in the time scheduled.

5) Cost Evaluation

The CPUC Contracting Unit will review the cost sheets for all qualified solicitation responses. Proposer's total costs will be ranked from low-to-high. The response with the lowest cost will receive the maximum number of available points for the cost evaluation. The remaining responses will receive an incrementally lower score based on the percentage difference of their cost to the response with the lowest cost as indicated in the example below. **The cost evaluation is worth a total of sixty-five (65) points.** The following table provides a sample calculation of awarded points for two (2) proposals:

Sample Cost Calculation

Proposal A = \$75,000 (Lowest)

Proposal B = \$100,000

Total Cost Points Available for this Deliverable = 30 Points

Proposal A's Score:

$$1. \quad \$75,000 / \$75,000 = 1$$

$$2. \quad 1 \times 30 = 30 \text{ Cost Points Awarded}$$

Proposal B's Score:

$$3. \quad \$75,000 / \$100,000 = .75$$

$$4. \quad .75 \times 30 = 22.5 \text{ Cost Points Awarded}$$

All cost figures are purely hypothetical

6) Preference / Incentive Adjustments

The CPUC Contracting Unit will determine and confirm which Proposers, if any, are eligible to receive a SB preference and/or DVBE incentive. The Proposer scores for the technical and or cost evaluations will then be adjusted as explained in Section 5, Preference, and Incentive Programs.

7) Final Combined Score

The CPUC Contracting Unit will combine the final evaluation points from both the technical and cost evaluations of each qualified solicitation response to calculate the total score for each Proposer.

7. AWARD AND CONTRACT EXECUTION

7A. Any agreement resulting from this solicitation shall be awarded to the Proposer that meets all requirements of the solicitation and achieves the highest overall score. In the event of an exact tie between two Proposers, the awardee will be determined by a coin flip that may be witnessed by both Proposers involved.

7B. A notice of intent to award shall be posted on the public online forum Cal e-Procure caleprocure.ca.gov for five (5) working days prior to awarding the Agreement. If the agreement is not to be awarded to the highest scoring Contractor, they will be notified directly by electronic mail five (5) working days prior to the award of the Agreement.

7C. Within five (5) business days of the notice of intent to award being posted, any bidder may file with the DGS and the awarding agency, a protest of this award. The protest must be sent to the DGS/OLS, 707 Third Street, 7th Floor, Suite #7-330, West Sacramento, CA 95605 Attn: Bid Protest Coordinator and Emailed to: OLSProtests@dgs.ca.gov. The protest must include the solicitation number and the awarding agency's name. A copy of the protest should be e-mailed to the awarding agency at Solicitations@cpuc.ca.gov. The Agreement shall not be awarded until either the protest has been withdrawn or the DGS/OLS has decided the matter.

7D. Within five (5) calendar days after filing the initial protest, the protesting bidder shall file with the DGS and the awarding agency, a detailed written statement specifying the grounds for the protest. The written protest must be sent to the DGS/OLS, 707 Third Street, 7th Floor, Suite #7-330, West Sacramento, CA 95605 Attn: Bid Protest Coordinator and Emailed to: OLSProtests@dgs.ca.gov. A copy of the detailed written statement should be e-mailed to the awarding agency at Solicitations@cpuc.ca.gov

7E. Additional Information regarding the protest of an award may be found on the DGS website at: <https://www.dgs.ca.gov/OAH/Case-Types/General-Jurisdiction/Resources/Page-Content/General-Jurisdiction-Resources-List-Folder/Laws-and-Regulations/Bid-Protest-Regulations>. A protest to this bid must adhere to Public Contract Code (PCC) Section 10345.

7F. After award, the Standard Agreement documents (STD. 213) will be forwarded to the Winning Proposer via email for signature. Upon receipt, the Proposer must sign each Agreement with an original or electronic signature and return all signed Agreement Documents within ten (10) business days. In the event the CPUC has not received the signed Agreements and the required documentation within the specified time frame, the award may be rescinded and awarded to the next lowest responsive and responsible bidder.

7G. The Contractor's submitted proposal will be incorporated into the final contract by using the standard language on the STD213 cover page, "Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto." The STD 213, Section 4, will reference the proposal by a corresponding exhibit letter with an asterisk and title.

7H. Upon award of contract, the winning Proposer must provide a certificate of insurance ("COI") within ten (10) working days from award of contract. This COI will identify the required insurance and the required insurance endorsements as indicated in Exhibit D "Insurance Requirements"

7I. The Agreement is not valid unless and until approved by the CPUC and, if required, the Department of General Services (DGS). The CPUC has no legal obligation unless and until the Agreement is approved. Any work commenced by the Contractor prior to approval may be considered voluntary and the Contractor may have to pursue claim for payment by filing with DGS, Office of Risk and Insurance Management, Government Claims Program. When the Agreement is fully approved, a copy will be forwarded to the Contractor.

7J. Should the Contractor fail to commence work at the agreed-upon date and time, the CPUC, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. The Contractor shall be liable to the CPUC for the difference between Contractor's bid price and the actual cost of performing work by the second highest bidder or by another Contractor.

8. REQUIRED ATTACHMENTS

ATTACHMENT 1 – SOLICITATION CHECKLIST

Use this checklist to ensure that all required elements of the solicitation response have been completed. Place a check mark or “X” next to each document being submitted to the State. Failure to submit these documents may be caused for rejection of your bid/proposal. This Solicitation Checklist, Attachment 1 should also be returned with your bid/proposal.

- ☐ Solicitation Checklist (Attachment 1)
- ☐ Cover Letter
- ☐ Conflict of Interest Statement (Attachment 2) & Disclosures
- ☐ Resumes
- ☐ Minimum Qualifications Statement & Documentation
- ☐ References Sheet (Attachment 3)
- ☐ Approach Narrative
- ☐ Detailed Work Plan
- ☐ Payee Data Record (Attachment 4)
- ☐ Payee Data Record Supplement (Attachment 5)
- ☐ Contractor Certification Clauses (Attachment 6)
- ☐ Darfur Contracting Act Form (Attachment 7)
- ☐ Bidder Declaration Form (Attachment 8)
- ☐ DVBE Declaration Form (Attachment 9)
- ☐ Commercially Useful Function Certification (Attachment 10)
- ☐ Iran Contracting Act Form (Attachment 11) – If Applicable
- ☐ California Civil Rights Law Certification (Attachment 12)
- ☐ Cost Sheet (Attachment 13)

NOTE TO BIDDER: In addition to the above, the Awardee shall furnish the following to CPUC upon award

- Certificate of Insurance as specified in Exhibit D - Insurance Requirements

ATTACHMENT 2 – CONFLICT OF INTEREST STATEMENT

As an alternative to disqualification or termination of a Contractor because of a conflict of interest, firewall provisions may be requested from the Contractor. This determination is made on a case-by-case basis at the sole discretion of the CPUC once a Contractor is selected. Contractors anticipating a potential conflict of interest are encouraged to submit a firewall or mitigation approach with their proposal, but this is not required for proposal submission.

Contractors must disclose all information requested in Section 4, Submission Requirements 4D #2.

By submitting this Conflict-of-Interest certification with its solicitation response, the Contractor named below hereby attests that:

1. The Contractor and its proposed team members, including any subcontractor(s) are in compliance with Public Contract Code §10410 and §10411, which applies to current and former State employees.
2. The Contractor and its proposed team members, including any subcontractor(s) agree to refrain from entering into any relationship that could result in a conflict of interest.
3. The Contractor and its proposed team members, including any subcontractor(s) have provided a full disclosure regarding any and all potential conflicts of interest under the terms of this solicitation.
4. The Contractor and its proposed team members, including any subcontractor(s) are free from the conditions specified in Section 4, Submission Requirements 4D #2 h relating to automatic disqualification in this solicitation.
5. After contract award, the Contractor, and its proposed team members, including any subcontractor(s) will notify the CPUC Contract Manager promptly via email of any potential new conflict of interests.

Signed by:

Printed name:

Title:

Company name:

Date:

ATTACHMENT 3 – REFERENCES SHEET

REFERENCE 1

This reference is for (choose one): Prime Contractor / Subcontracting Firm: “Insert Name”

Name of Firm:

Street Address:

Contact Person (Name and Title):

City:

State:

Zip Code:

Alternate Contact Person (Name and Title):

Telephone Number:

Telephone Number:

Email Address:

Email Address:

Dates of Service:

Value or Cost of Service:

Description of Service Provided

REFERENCE 2

This reference is for (choose one): Prime Contractor / Subcontracting Firm: “Insert Name”

Name of Firm:

Street Address:

Contact Person (Name and Title):

City:

State:

Zip Code:

Alternate Contact Person (Name and Title):

Telephone Number:

Telephone Number:

Email Address:

Email Address:

Dates of Service:

Value or Cost of Service:

Description of Service Provided:

REFERENCE 3

This reference is for (choose one): Prime Contractor / Subcontracting Firm: “Insert Name”

Name of Firm:

Street Address:

Contact Person (Name and Title):

City:

State:

Zip Code:

Alternate Contact Person (Name and Title):

Telephone Number:

Telephone Number:

Email Address:

Email Address:

Dates of Service:

Value or Cost of Service:

Description of Service Provided:

ATTACHMENT 4 – PAYEE DATA RECORD

STD 204 Payee Data Record is available here:

<https://www.dgs.ca.gov/PD/Resources/SCM/TOC/19/19-01-4>

ATTACHMENT 5 – PAYEE DATA RECORD SUPPLEMENT

STD 205 – Payee Data Record Supplement is available here:

<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std205.pdf>

This form is optional. Form is used to provide remittance address information if different than the mailing address on the STD 204 – Payee Data Record. Use this form to provide additional remittance addresses and additional Authorized Representatives of the Payee not identified on the STD 204.

ATTACHMENT 6 – CONTRACTOR CERTIFICATION CLAUSES

CCC-04/2017 is available here:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language?search=CCC%2004/2017>

ATTACHMENT 7 – DARFUR CONTRACTING ACT FORM

Darfur Contracting Act Certification Form is available here

https://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/PD_1.pdf

ATTACHMENT 8 – BIDDER DECLARATION FORM

GSPD 05-105 Bidder Declaration Form is available here:

<https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>

ATTACHMENT 9 – DVBE DECLARATION FORM

DGS-PD 843 Disabled Veteran business Enterprise Declaration Form is available here:
https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_843.pdf

ATTACHMENT 10 – COMMERCIALLY USEFUL FUNCTION CERTIFICATION

CUF statute (Government Code 14837 and Military and Veterans Code 999) requires that the contractor and subcontractor be responsible for the execution of a distinct element of the work.

Proposer must complete a separate certification for **each** certified SB and/or DVBE identified on the Bidder Declaration (GSPD-05-105) that will be performing a portion of the contract.

Name of SB/DVBE Supplier: _____

Certification No: _____

1. Is the SB/DVBE responsible for the completion of a distinct element of the scope of work? (check either “Yes” or “No”)	Yes	No

a. Describe what the SB and/or DVBE will be doing:

2. Will the SB/DVBE carry out its obligation by actually performing, managing, and/or supervising the work involved? (Check either “Yes” or “No.”)	Yes	No
3. Is the work the SB/DVBE performing normal for its business service and function? (Check either “Yes” or “No.”)	Yes	No
4. Is the SB/DVBE 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? (Check either “Yes” or “No.”) <i>NOTE: If this contract is for services only this question can be skipped.</i>	Yes	No
5. Is this SB/DVBE supplier not going to further subcontract out a portion of the work that is greater than normal industry practice? (Check either “Yes” or “No.”)	Yes	No

ATTACHMENT 11 – IRAN CONTRACTING ACT FORM

DGS PD 3 Iran Contracting Act Verification Form is available here:

[https://www.dgs.ca.gov/-
/media/Divisions/PD/PTCS/OPPL/SCM/Iran_Contracting_Act_Verification_Form.pdf](https://www.dgs.ca.gov/-/media/Divisions/PD/PTCS/OPPL/SCM/Iran_Contracting_Act_Verification_Form.pdf)

ATTACHMENT 12 – CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION

If applicable, this form is available at:

<https://www.dgs.ca.gov/-/media/Divisions/OLS/Forms/CALIFORNIA-CIVIL-RIGHTS-LAWS-ATTACHMENT.pdf>

ATTACHMENT 13 – COST SHEET

The Proposer is responsible for filling out the Excel Cost Sheet attachment which is included in the Event Package.

ATTACHMENT 14 – SAMPLE STANDARD AGREEMENT

Reset Form	Print Form	SCO ID:	
STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES STANDARD AGREEMENT STD 213 (Rev. 04/2020) AGREEMENT NUMBER PURCHASING AUTHORITY NUMBER (If Applicable)			
1. This Agreement is entered into between the Contracting Agency and the Contractor named below:			
CONTRACTING AGENCY NAME California Public Utilities Commission			
CONTRACTOR NAME 			
2. The term of this Agreement is:			
START DATE 			
THROUGH END DATE 			
3. The maximum amount of this Agreement is: 			
4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.			
	Exhibits	Title	Pages
	Exhibit A	Scope of Work	
	Exhibit B	Budget Detail and Payment Provisions	
	Exhibit C *	General Terms and Conditions (GTC 04/2017)	
+	Exhibit D	Special Terms and Conditions	
-			
+			
-			
Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources			
IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.			
CONTRACTOR			
CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.) 			
CONTRACTOR BUSINESS ADDRESS 		CITY 	STATE
PRINTED NAME OF PERSON SIGNING 		TITLE 	
CONTRACTOR AUTHORIZED SIGNATURE 		DATE SIGNED 	
STATE OF CALIFORNIA			
CONTRACTING AGENCY NAME California Public Utilities Commission			
CONTRACTING AGENCY ADDRESS 		CITY 	STATE
PRINTED NAME OF PERSON SIGNING 		TITLE 	
CONTRACTING AGENCY AUTHORIZED SIGNATURE 		DATE SIGNED 	
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL 		EXEMPTION (If Applicable) 	