

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102

California Public Utilities Commission (CPUC)
Request for Proposal (RFP), Primary Number 25NS1334
For:
Annual Legislative Reporting Graphic Design

August 20, 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 Public Advocates Office (CA Advocates) seeks a 3-year, deliverables-based contract with a Graphic Design Firm (GDF) to support the development of its Annual Report, Annual Presentations to the Legislature, pursuant to Section 309.5 of the Public Utilities Code, as well as an additional Strategic Report aligned with the office's broader communications and policy objectives.

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/OLS/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 18th, 2026, by 10AM PST

CPUC Point of Contact:
Tanya Ibarra
Tanya.ibarra@cpuc.ca.gov

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1. SCOPE OF WORK AND CONTRACT TERMS

EXHIBIT A – SCOPE OF WORK

1. Background

The Public Advocates Office is the independent consumer advocate at the California Public Utilities Commission (CPUC). Our mission is to advocate for the lowest possible rates for customers of California's regulated utilities consistent with safe, reliable service levels and the state's environmental goals.

The Public Advocates Office (CA Advocates) seeks a 3-year, deliverables-based contract with a Graphic Design Firm (GDF) to support the development of its Annual Report, Annual Presentations to the Legislature, pursuant to Section 309.5 of the Public Utilities Code, as well as an additional Strategic Report aligned with the office's broader communications and policy objectives.

CA Advocates is seeking a qualified Graphic Design Firm which can assist in the creation, development and editing of the Annual Report, Annual Presentations, Strategic Report, and associated tasks. Graphic Design Firm must be proficient in the necessary graphic design and layout software and applications. CA Advocates requires highly complex and technical work across several industry areas (Energy, Water, and Telecommunications). The Annual Report and Annual Presentations must be both informative and understandable for State decision makers and the general public.

The Annual Report must be completed by December 21, 2026 (and respectively on December 21, 2027, and December 21, 2028) to allow time for printing by another entity. The finalized Annual Report is due on January 10th every year to the Legislature. Work on the Annual Report shall begin immediately on the Agreement's start date.

The Annual Presentations currently do not have set due dates, as they have not yet been approved by the Legislature. Currently, they are estimated to be due between February-May of 2026 2027 and 2028. Presentations must be completed two weeks prior to these dates.

The Strategic Report currently does not have a determined due date but is anticipated for Fall 2026.

2. Statement of Work

The Contractor shall provide CA Advocates with graphic design services to create its Annual Report, Annual Presentations, and Strategic Report and to develop associated communications templates and visual assets. The Contractor may also provide professional headshot/portrait photography services for executive and management staff, as requested by CA Advocates.

The Contractor shall ensure consistency in visual design, formatting, and branding across

deliverables. The Reports and Presentations shall be electronic files which must be ready for printing by another entity. The Contractor shall not be responsible for printing physical copies of the Annual Report and Presentations, only collaborating with CA Advocate's staff in the creation of electronic versions.

3. Deliverables

The Contractor shall incorporate reasonable revisions based on feedback from CA Advocates to ensure final deliverables meet expectations.

A. Annual Report and Annual Presentation Timeline

A timeline for the completion of the tasks associated with the Annual Report. The Report is estimated to be approximately 25-35 pages, and must be completed by December 21, 2026 (and December 21, 2027, and December 21, 2028) and ready to send to another entity for printing.

A timeline for completion of the tasks associated with the Annual Presentations. Each Presentation is estimated to be approximately 10-15 slides and to be roughly the same in nature. The date for these presentations has not yet been determined but is expected in February-April following the due date of each Annual Report. Presentations must be completed two weeks prior to these dates.

B. Annual Report

Contractor must graphically design, layout, provide Adobe Stock photos, assist with original graphics if needed, and proofread all sections of the Annual Report from concept to completion for both print and online publishing. The electronic report must be completed and ready for print on December 21, 2026 (and December 21, 2027, and December 21, 2028, respectively). Printing will be handled by a separate service. Design shall involve the editing and layout including the creation of charts and graphs, statistical representation of data, graphics, and standardized editing and formatting for the written (text) portions of the Annual Report. Graphically design and layout the cover of the Annual Report. Format and present content provided by the CA Advocates to ensure it is as informative and understandable as possible for State decision makers as well as the public.

C. Annual Presentations

Contractor must graphically design PowerPoints, layout, and proofread all sections of Annual Presentations from concept to completion for both print and publishing. The due date has not yet been determined by the Legislature. At this time the Presentations are estimated to be due between February-May following the Annual Report due date. Design shall involve the editing and layout including the creation of charts and graphs, statistical representation of data, graphics, and standardized editing and formatting for written (text) portions of the Annual Presentations. Graphically design and layout the cover of the Annual Presentations. Format and present content provided by CA Advocates to ensure

they are as informative and understandable as possible for State decision makers as well as the public.

D. Executive and Management Portraits

Contractor may provide professional headshot/portrait photography services for executive and management staff over the term of the contract, as requested by CA Advocates. Services may include photography coordination, image capture, editing, retouching, and formatting for use in reports, presentations, and web content.

E. Strategic Report

Contractor shall support the development of one additional standalone Strategic Report for completion in Fall 2026. The Strategic Report shall be approximately 10-15 pages in length and will focus on CA Advocates' organizational role, strategic priorities, and key challenges and opportunities facing ratepayers over a multi-year horizon. The Strategic Report shall be treated as a distinct deliverable from the Annual Report and shall be designed a fully developed, standalone product. The Strategic Report shall be completed according to a timeline determined by the CA Advocates Office, with a goal for publication in Fall of 2026. The Contractor shall provide graphic design, layout, formatting, and visual presentation services, including incorporation of content provided by CA Advocates staff.

F. Participate in progress reports and other check-in meetings

Not exceeding 40 hours per year. Meet no more frequently than monthly. The Contractor shall submit progress/status update reports or attend virtual meetings with state personnel at intervals determined by CA Advocates to determine if the contractor is on the right track, whether the project is on schedule, provide communication of interim findings, and afford occasions for airing difficulties or special problems encountered so that remedies can be developed quickly.

4. Contractor Responsibilities

- A. The final Annual Report and Annual Presentations, and Strategic Report shall be provided to CA Advocate's Office in Word, PDF, PowerPoint, or another medium on request, as necessary.
- B. The Contractor must be proficient in the following: Adobe Illustrator, Adobe Photoshop, Adobe InDesign, Adobe Dreamweaver, Adobe After Effects, Adobe Acrobat, and Microsoft Word, Excel, and PowerPoint software

5. CPUC Responsibilities

- A. It shall be CPUC's sole determination as to whether a deliverable has been successfully

completed and acceptable to CPUC. There must be a signed acceptance document and accurate invoice for each deliverable before invoices can be processed for payment.

B. Reports on written deliverables are completed as specified in the Scope of Work and approved.

1. All deliverables must be in a format that can be used by the State.
2. If a deliverable is not accepted, the CPUC shall provide the rationale in writing within five days of receipt of the deliverable or upon completion of acceptance testing period.

C. CA Advocates will:

1. Provide the contractor with an initial understanding of the assignment and deliverable expectations;
2. Approve staffing changes in advance of the change;
3. Provide sufficient access to appropriate levels of CA Advocates' staff, other users and commission management as appropriate to facilitate the performance of consulting tasks and creation of deliverables
4. Pay invoices based on CPUC acceptance of approved work products and deliverables, monthly reports and receipt of a valid invoice.

6. **Location**

The services will be performed remotely.

7. **Time**

Normal contractor working hours will be from 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding official state holidays. The term of the contract will be for a total of three (3) years.

8. **Contact Information**

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

CPUC Contract Manager	Contractor:
Section/Unit: Public Advocate's Office	
Name: Mary Flannelly	Name: TBD
Phone: 415-703-3639	Phone:
Email: mary.flannelly@cpuc.ca.gov	Email:

Direct all administrative inquiries to:

State Agency Public Utilities Commission	Contractor:
Section/Unit: Contracts	
Attention: Tanya Ibarra	Name: TBD
Email: tanya.ibarra@cpuc.ca.gov	Email:

The Contractor shall notify CPUC, Contract Manager within five (5) working days of a change in the Project Manager. The role of the Project Manager is to manage all contractual obligations associated with this Agreement. The Project Manager also acts as the single point of contact and is responsible for resource coordination, issues resolution and issues escalation

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 deliverable based on the price 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. 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 [if applicable]

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.

C. Invoice Submission

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

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

D. Travel

Travel costs will **not** be reimbursed by CPUC separately. Contractor's rates shall include all travel expenses required to perform the services in accordance with this Agreement.

E. 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).

F. Retention of Records and Audit Requirement

The Contractor's invoices will be subject to a financial audit by CPUC at any time within three (3) years of completion of the work.

2. Budget Contingency Clause

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

occurring to the CPUC or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

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

EXHIBIT C – GENERAL TERMS AND CONDITIONS (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. 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.
- D. 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.
- E. 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 Commission's 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 hourly rates.

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.

3. 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

- 1) The Contractor must possess a minimum of 3 (three) years' work in the field of graphic design services, including but not limited to creative design development of promotional materials, production management, concept development, and artwork. Experience must include creating and executing concepts across numerous digital platforms, including web, mobile applications, and social media platforms.
- 2) The Contractor must have a minimum of 3 (three) years' experience in the following: Adobe Illustrator, Adobe Photoshop, Adobe InDesign, Adobe Dreamweaver, Adobe AfterEffects, Adobe Acrobat, and Microsoft Word, Excel, and PowerPoint software.
- 3) The Contractor must possess a minimum of 3 (three) years' experience producing government mandated reports for local, state, and/or federal government entities.
- 4) The Contractor must provide one sample report that demonstrates proposer's final professional production capabilities."

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.

4. 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 20, 2026
Proposer's Written Questions Submission Deadline	August 27, 2026
Written Answers Tentative Posting Date	September 3, 2026
Proposal Response Due Date	September 18, 2026 at 10:00AM PST
"Intent to Award" Tentative Posting Date - Posted on www.caleprocure.ca.gov	September 21, 2026
Tentative Contract Executed Date	September 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.

5. SUBMISSION REQUIREMENTS

4A. Solicitation responses must be submitted via email to Solicitations@cpuc.ca.gov. The subject line of the submittal email must read: Response to CPUC Solicitation Number 25NS1334.

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

- The subject line of the Submittal Email must read:
Response to CPUC Solicitation Number: 25NS1334
- The body of the email must read:
DO NOT OPEN
Solicitation Number 25NS1334-Annual Legislative Reporting Graphic Design

California Public Utilities Commission Contracting Unit
ATTENTION: Tanya Ibarra
- Offer attachments must be named the following:
 - **Solicitation Number 25NS1334 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. Failure to disclose the above-mentioned could be grounds for disqualification.
 - c. 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.
 - d. 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.
 - e. 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.
 - f. 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) 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.

7) 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)

Only needed if response includes DVBE participation

Attachment 10 - Commercially Useful Function Certification

Only needed if response includes SB and or DVBE participation

Attachment 11 - Iran Contracting Act form

Only needed if cost is over one million dollars

Attachment 12 - California Civil Rights Law Certification

Only needed if cost is over one hundred thousand dollars

8) Cost Sheet

Proposer must provide their total cost for performing the required services by using the provided [*Attachment 14*] – 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.

6. PREFERENCE AND INCENTIVE PROGRAMS

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

5B. The maximum preference/incentive allowed individually may not exceed \$50,000 for any response, and in combination with any other preferences/incentive, the maximum limit of the combined preferences/incentive is \$100,000.

5C. 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 subtracting 5% of the lowest non-small business cost response from the cost response of each small business or non-small business subcontracting 25% or more to a SB.

5D. 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 DVBE incentive is calculated by subtracting an eligible Bidder/Proposer's participation percentage of the lowest non-DVBE business's cost response from the cost response of each DVBE Contractor.

- 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).

5E. 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.

5F. 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.

5G. 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>

5H. 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.

5I. 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.

5J. 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.

5K. 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.

5L. 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.

5M. 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.

7. EVALUATION CRITERIA AND PROCESS

6A. All bid/proposal packages properly received according to the Solicitation instructions on or before the bid due date and time shall be publicly opened and the cost read on the date and time specified in the Key Action Dates, Bid Opening, via a remote WebEx Meeting accessible through the following link:

<https://cpuc.webex.com/cpuc/j.php?MTID=md31a31da8ba89c4db69d4f30ddf33481>

If Bidder/Proposer and/or Bidder/Proposer's representative require reasonable accommodation to participate in the Public Bid Opening, Bidder/Proposer must contact the CPUC Point of Contact identified in this Solicitation package and identify what reasonable accommodation(s) is required for Bidder/Proposer to participate.

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) **Reference Check**

The references provided as a part of the solicitation response will be contacted by an evaluation of three CPUC staff members. 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.

3) Cost Evaluation

The CPUC Contracting Unit will review the cost sheets for all qualified solicitation responses. The Contracting Unit will determine and confirm which Bidder/Proposer, if any, are eligible to receive a SB preference and/or DVBE incentive. The Bidder/Proposer's cost will then be adjusted to an evaluated cost as explained in Section 5, Preference, and Incentive Programs. This evaluated cost will be used determine which Bidder/Proposer provided the lowest cost.

In the event of a precise tie between the lowest responsible bid/proposal of a certified small business and a certified disabled veteran owned small business, the contract must be awarded to the disabled veteran owned business per the Department of General Services (DGS) State Contracting Manual (SCM), Section 8.21C. If a tie persists between any Bidder/Proposer after the small business preference is applied, a coin toss or lot drawing shall be used to determine the contract award. The coin toss or lot drawing shall be officially witnessed, and all affected Bidder/Proposer shall be advised of the tiebreaker method and invited to attend, virtually.

8. AWARD AND CONTRACT EXECUTION

7A. Any agreement resulting from this solicitation shall be awarded to the Bidder/Proposer that meets all requirements of the solicitation and has the lowest cost bid/proposal.

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.

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.

9. 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)
- ☐ 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) – If Applicable
- ☐ Commercially Useful Function Certification (Attachment 10) – If Applicable
- ☐ Iran Contracting Act Form (Attachment 11) – If Applicable
- ☐ California Civil Rights Law Certification (Attachment 12) – If Applicable
- ☐ 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:			
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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	ZIP
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	ZIP
PRINTED NAME OF PERSON SIGNING	TITLE		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		