PUBLIC UTILTIES COMMISSION
505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102

**California Public Utilities Commission (CPUC)**
**Request for Proposal (RFP) – Secondary Number 25NS1285**
**For:**
CA CONNECT CONTRACT OVERSIGHT MANAGEMENT (COM)

August 27, 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 CPUC is seeking contract oversight management support for the California Connect Program. This is to establish an independent oversight function across multiple program contracts that can objectively monitor contractor performance, review deliverables, identify risks or compliance concerns, support financial validation activities and provide consolidated reporting and recommendations to the CPUC across multiple contracts.

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 on Friday, October 21, 2026, 10:00 A.M. Pacific Time.

The total proposal cost shall not exceed $3,500,000.00 for any individual contract year. A proposal that exceeds the $3,500,000.00 maximum for any contract year will be deemed non-responsive and will not be considered for award.

CPUC Point of Contact:
Kellie Harris
Kellie.Harris@cpuc.ca.gov

# EXHIBIT A: CA CONNECT CONTRACT OVERSIGHT MANAGEMENT (COM) SOW

## CALIFORNIA PUBLIC UTILITIES COMMISSION

## CALIFORNIA CONNECT PROGRAM

## CONTRACT OVERSIGHT MANAGEMENT (COM)

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## SCOPE OF WORK

### 1. INTRODUCTION

The California Public Utilities Commission (CPUC) oversees the CA Connect Program, which provides accessible communications equipment and services to Californians who have difficulty using standard telephone equipment due to hearing, vision, mobility, speech, or cognitive limitations. The Program is funded by the State and operates through multiple contracts that support various Program functions. Unless otherwise directed by CPUC, this Agreement applies to all CA Connect Program contracts, excluding Memoranda of Understanding (MOUs) and grant agreements.

Because the CA Connect Program uses multiple vendors and service agreements to deliver services, CPUC must ensure that contractual requirements are met and that surcharge funds are being used appropriately. CPUC is responsible for program policy, direction, and final decisions related to the CA Connect Program.

This solicitation establishes a separate Contract Oversight Management (COM) agreement focused on providing objective oversight support across CA Connect Vendor Partner service agreements. Unless otherwise directed by CPUC, the Contractor's oversight responsibilities apply to all CA Connect Program contracts, excluding Memoranda of Understanding (MOUs) and grant agreements. The COM contractor provides visibility into contract performance, deliverables, invoices, timelines, service levels, risks, and related oversight activities to support CPUC monitoring and decision-making.

Nothing in this Agreement authorizes the Contractor to operate the CA Connect Program, direct Vendor Partner operations, or replace CPUC's program ownership, contract management authority, or final decision-making responsibilities.

### 1.1 Purpose Of This Agreement

The purpose of this solicitation is to select a Contractor who will provide Contract Oversight Management services in support of the CA Connect Program. In this role, the Contractor will objectively review the work performed by the program’s Vendor Partners and verify that required deliverables, reports, and invoicing are reasonably complete, materially accurate, and aligned with the terms of each Vendor Partner service agreement.

In practical terms, this means the Contractor will:

- Review vendor submissions and documentation
- Monitor performance against contractual requirements and expectations
- Identify issues or risks that require CPUC attention
- Provide written observations and recommendations to CPUC
- Be accountable for the quality, reasonable completeness, and accuracy of oversight reviews, analyses, and reporting provided to CPUC

This is a professional services (non-IT) contract.

The CPUC seeks a firm with demonstrated experience in contract oversight, performance monitoring, and executive-level reporting, preferably within public sector or regulatory environments. The Contractor must provide expertise in oversight, validation, financial controls, performance monitoring, and reporting (not operational execution).

The Contractor will not run program operations, manage vendor staff, or direct vendor activities. CPUC retains full decision-making authority.

The Contractor's role is limited to oversight, monitoring, validation, reporting, and recommendations to CPUC. Operational direction, vendor management, corrective action decisions, and final program decisions remain with CPUC.

### 1.2 Program Oversight Role Defined

The Contractor will provide objective oversight and advisory services that support CPUC's contract oversight, monitoring, and decision-making related to administration of the California Connect Program. The Contractor reviews and analyzes information from Vendor Partners, identifies risks or gaps, and provides CPUC with clear recommendations and decision options. Responsibilities include organizing information, validating data, reviewing deliverables, supporting CPUC visibility into cross-contract dependencies and coordination needs, and elevating risks or decisions that require CPUC direction.

The Contractor provides recommendations to CPUC based on analysis, documentation, and evaluation of Vendor Partner performance. The Contractor does not approve Vendor Partner deliverables or invoices. Only CPUC may approve deliverables, authorize payments, or make final decisions.

The Contractor may not direct or manage Vendor Partner staff, make operational decisions, or establish or change Program policy. The Contractor validates, analyzes, and recommends; CPUC decides. The Contractor is responsible for ensuring that oversight reviews, validations, and analyses are sufficiently thorough to identify material risks, deficiencies, or non-compliance requiring CPUC attention.

Oversight activities performed under this Agreement do not constitute acceptance, approval, or authorization of Vendor Partner work products or invoices. The Contractor's recommendations and validations are advisory in nature and shall not be interpreted as directing, managing, or supervising Vendor Partner performance. CPUC retains sole authority to approve invoices, accept deliverables, and determine whether work meets contractual requirements. The Contractor shall elevate concerns when requested actions appear inconsistent with contractual requirements, documentation standards, or oversight best practices, even when such actions are requested by a Vendor Partner or implied by prior practice. The Contractor remains responsible for identifying and documenting material contractual, financial, compliance, or oversight concerns, even when CPUC requests expedited handling, alternate workflows, or informal processing accommodations.

The Contractor is evaluated on the quality, accuracy, completeness, clarity, timeliness, and usefulness of its oversight analyses, recommendations, and deliverables, not on the volume of issues identified or the degree of enforcement posture taken toward Vendor Partners.

The Contractor shall provide timely, evidence-based, and professionally supported oversight that enables informed CPUC decision-making and is proportionate to the nature and materiality of the issue identified.

**Oversight Approach and Modernization Support**
The Contractor performs oversight in a collaborative, advisory, and solution-focused manner. The Contractor reviews and analyzes documentation and deliverables, may request clarification or additional detail when information appears incomplete or inconsistent, and presents CPUC with options and recommendations. The Contractor may identify improvement opportunities that enhance accessibility, efficiency, customer experience, or Program maturity; however, implementation of such changes remains the responsibility of CPUC and/or Vendor Partners under their respective agreements. The Contractor is expected to surface risks early, identify oversight concerns, and elevate issues with recommended paths forward. The Contractor shall apply professional judgment and materiality standards when identifying issues or improvement opportunities and shall avoid non-substantive or purely stylistic commentary.

The Contractor is not responsible for performing program operations, managing Vendor Partner staff, or producing program deliverables on behalf of Vendor Partners. The Contractor provides oversight, validation, and documentation, not operational execution.

**Continuity of Oversight Services**
The Contractor shall ensure continuity of oversight services and institutional knowledge throughout the term of the Agreement. Staff turnover shall not:

- Interrupt work
- Delay deliverables, reporting requirements, or financial oversight activities
- Require CPUC to re-train Contractor personnel

The Contractor is responsible for maintaining complete and current documentation of all work performed under this Agreement, including working files, tracking logs, decisions, deliverable status, and notes related to Vendor Partner oversight. Documentation must be structured so that a new Contractor resource can assume responsibilities without loss of knowledge or disruption to Program activities.

Time spent onboarding or training replacement personnel shall not be billed to CPUC.

Continuity planning shall include a documented knowledge transfer approach identifying critical oversight functions, key documentation, required systems or access dependencies, pending deliverables or risks, and transition responsibilities necessary to maintain uninterrupted oversight services.

### 1.2.1 Substitution of Key Staff

Key Staff assigned to this Agreement are considered critical to the performance of services. The Contractor shall not remove, replace, or reassign Key Staff without prior written CPUC approval in accordance with Exhibit F.

If a change is required, the Contractor shall:

1. Notify CPUC in writing as soon as the change is known, and
2. Provide a qualified replacement and a transition plan within ten (10) business days, unless otherwise approved by CPUC.

If a Key Staff vacancy, leave, reassignment, or unavailability occurs, the Contractor shall immediately provide qualified interim coverage sufficient to prevent disruption of oversight activities, deliverables, reporting, or service level performance pending CPUC approval of a permanent replacement. If the unavailability is expected to continue beyond a temporary period, the Contractor shall coordinate with CPUC regarding whether a permanent replacement is required.

CPUC reserves the right to:

- Review the qualifications and resumes of proposed replacement personnel
- Request interviews
- Not approve proposed personnel who do not meet the requirements of this Agreement

Training, onboarding, or transition effort for replacement personnel shall not be billed to CPUC and shall not impact deliverables, reporting, or oversight activities.

### 1.2.2 Minimum and Desirable Qualifications

The Contractor shall ensure that all Key Staff assigned to this Agreement meet the Minimum Qualifications (MQ) defined in this section. Proposals that do not meet the MQ will be considered non-responsive.

**Required Expertise (Applies to all Key Staff)**
Each Key Staff member must demonstrate professional experience that is directly relevant to the oversight responsibilities of this Agreement. Prior experience must include program, contract, operational, performance, or compliance oversight for government agencies, public entities, regulated organizations, or other comparable environments involving multiple contracts, vendors, or service providers.

**Program Oversight Director (Key Staff)**
Minimum Qualifications (MQ):

- Five (5) years of experience performing program, operational, or contract oversight for multi-vendor, government, or regulated programs.
- Experience tracking deliverables, identifying issues, and developing written findings.
- Experience serving as primary point of contact to executives, governance committees, or regulatory agencies.

Desirable Qualifications:

- Experience supporting or overseeing CRS, relay services, accessibility programs, or disability-focused telecommunications programs.
- Experience with large public benefit programs or programs regulated under state or federal requirements.
- Familiarity with California state program processes, public procurement, or regulatory agency environments.
- Experience developing or managing SLA-based oversight processes, compliance tracking logs, and executive-level accountability reporting.

**Financial Oversight Lead (Key Staff)**
Minimum Qualifications (MQ):

- Three (3) years of experience reviewing invoices, reimbursement documentation, or fund administration packets.
- Experience reconciling supporting documentation (receipts, travel claims, proofs of payment) and identifying discrepancies.
- Proficiency using financial tracking tools (Excel or equivalent).

Desirable Qualifications:

- Experience administering an advance account / CA Connect Advance Account reimbursement model.
- Experience with publicly funded or grant-funded programs.
- Experience supporting financial oversight in a multi-vendor environment.

**Reporting and Data Validation Lead (Key Staff)**

Minimum Qualifications (MQ):

- Three (3) years of experience in reporting, data validation, metric tracking, or dashboard/report development.
- Ability to analyze datasets to identify gaps, errors, inconsistencies, and trends.

Desirable Qualifications:

- Experience validating reporting from multiple Vendor Partners or external systems.
- Experience defining reporting requirements or supporting dashboards in an Enterprise Resource Platform (ERP) or equivalent reporting environment.
- Experience documenting data definitions, data sources, or metric logic.

### 1.2.3 Hours of Operations and Availability

The Contractor shall ensure that personnel assigned to this Agreement are available during normal business hours, Monday through Friday, 8:00 a.m. to 5:00 p.m. Pacific Time, excluding State holidays, to perform services, participate in meetings, and respond to CPUC inquiries, as required. The Contractor shall maintain sufficient staffing and responsiveness to perform the services required under this Agreement within the applicable service levels and timelines.

The Contractor shall ensure that a minimum of two (2) Contractor staff attend each TADDAC and EPAC meeting in person. At least one (1) attendee shall be a Key Staff member. Attendance shall include the staff responsible for oversight of the workstream(s) discussed at that meeting.

For Joint Committee meetings, all Key Staff identified in Section 1.5.2 shall attend in person, unless CPUC provides written authorization for remote participation for specific individuals.

Participation in Advisory Committee meetings and other Program-related meetings is included in the Contractor's fully loaded hourly rates. Travel time associated with attendance at such meetings shall not be billed separately. The Contractor shall not charge travel expenses, travel time, travel premiums, overtime compensation, or any other supplemental charges associated with meeting attendance unless expressly authorized in writing by CPUC.

### 1.2.4 Contractor Presence in California and Disability Community Engagement

All personnel assigned to this Agreement shall be based in and perform their work from the State of California throughout the term of the Agreement, unless otherwise authorized in writing by CPUC. Personnel shall work during California business hours and must be available to participate in in-person meetings, site activities, or other work within California when directed by CPUC.

The Contractor shall demonstrate prior experience working with disability-focused programs or organizations serving individuals with disabilities, including, but not limited to, hearing, vision, mobility, speech, cognitive, or related disabilities. This experience must include direct engagement with stakeholders or advisory bodies, such as consumer councils, advisory committees, regulatory forums, or accessibility-focused working groups.

All Key Staff must:

- Be able to communicate program status, oversight findings, and documentation to consumer advisory bodies, including TADDAC, EPAC, and Joint Committee meetings.
- Understand accessibility expectations and community engagement norms relevant to assistive telecommunications programs.
- Be capable of responding to committee questions based on documented evidence and oversight findings.

This requirement does not authorize the Contractor to speak on policy or CPUC decisions; communications must remain factual and limited to oversight activities.

#### 1.2.5 Independence and Eligibility Restriction

The Contractor and its subcontractors must remain independent from CA Connect Program operations.

A Contractor that holds a CA Connect Program service agreement to perform Program operations is not eligible to submit a proposal for, or be awarded, this Agreement. Likewise, a Contractor awarded this Agreement shall not submit a proposal for, or be awarded, a CA Connect Program service agreement to perform Program operations during the term of this Agreement.

This eligibility restriction applies to the Contractor, its parent company, subsidiaries, affiliates, and subcontractors performing work under this Agreement.

This Agreement is strictly for independent oversight. The Contractor shall not engage in operational activities or work that would impair its independence or create the appearance that it is performing Program operations.

#### 1.2.6 Restrictions on Contractor Corporate Engagement

Only personnel assigned to this Agreement as Key Staff or approved support staff may serve as the Contractor's designated routine points of contact with CPUC regarding oversight activities performed under this Agreement. Contractor corporate executives, business development personnel, internal supervisory staff, or other individuals not assigned to this Agreement shall not independently initiate communications, meetings, or oversight discussions with CPUC or Vendor Partners regarding work under this Agreement unless specifically requested or approved in writing by CPUC for a defined purpose.

Contractor personnel who are not formally assigned to this Agreement may not access CPUC systems, attend oversight meetings, or communicate with Vendor Partners regarding oversight activities unless explicitly authorized in writing by CPUC.

This restriction is intended to preserve clear communication channels, defined accountability, and orderly contract governance. Communications outside established governance channels shall not create direction, commitments, obligations, or scope interpretations unless confirmed in writing by CPUC's authorized Contract Representative.

### 1.3 Background

#### 1.3.1 CA Connect Program Context

CA Connect is a statewide accessibility program established under Public Utilities Code § 2881 and related statutes. The program provides specialized communications equipment and related support services to eligible Californians who have difficulty using standard telephone equipment due to a disability. The program's goal is to ensure that individuals can access functional and reliable communication options that meet their needs.

#### 1.3.2 CA Connect Services and Contracts

The CA Connect Program is delivered through multiple service contracts. Each Vendor Partner is responsible for a specific set of services under its own contract with CPUC. These services include, but are not limited to, equipment fulfillment and distribution, contact center support, field services, marketing and outreach activities, and relay-related support. Vendor Partners submit progress reports, documentation, and invoices to CPUC based on the requirements outlined in their individual contracts.

#### 1.3.3 Stakeholder Roles and Responsibilities

CPUC is responsible for administering the CA Connect Program, including ensuring appropriate use of public funds, monitoring service delivery, and ensuring that contract requirements are met. Vendor Partners carry out the operational work described in their respective contracts. The Contractor selected under this procurement will assist CPUC by objectively reviewing the information submitted by Vendor Partners. The Contractor does not perform or manage program operations. CPUC retains all authority for program direction, follow-up, and decision making.

### 1.3.4 Location Where Services Will Be Performed

The Contractor may perform services remotely. Personnel assigned to this Agreement shall be based in and perform their work from the State of California, unless otherwise authorized in writing by CPUC. Personnel shall be available during standard business hours in Pacific Time and must attend in-person meetings when directed by CPUC. At a minimum, the Contractor shall ensure that at least one (1) Key Staff member and one (1) additional Contractor personnel attend each TADDAC and EPAC meeting in person. All Key Staff shall attend Joint Committee meetings in person, unless otherwise authorized in writing by CPUC. All Contractor travel and related costs are included in the fully loaded hourly rates and are not separately reimbursable.

The Contractor shall ensure that Key Staff assigned to this Agreement have demonstrated experience working with accessibility, disability-focused programs, relay service programs, or similar public programs serving individuals with disabilities, including, but not limited to, hearing, vision, mobility, speech, cognitive, or related disabilities. The Contractor shall provide all equipment, systems, software, workspace, connectivity, and other resources necessary to perform under the agreement.

### 1.3.5 Key Terms & Acronyms Defined

For clarity within this Scope of Work:

- California Connect (CAC): A statewide Public Purpose Program administered by CPUC that provides assistive communications equipment and related services to eligible Californians with disabilities, authorized under Public Utilities Code § 2881 et seq.
- California Public Utilities Commission (CPUC): The State regulatory agency responsible for oversight of essential utility and public service programs, including energy, water, transportation, and public purpose programs that support consumer access and affordability. CPUC establishes policy, enforces regulatory requirements, and administers state-funded programs such as CA Connect.
- California Relay Service (CRS): A statewide service that enables Californians who are Deaf, hard of hearing, or have speech disabilities to communicate by phone through relay operators or technology-based relay services.
- Communications Division (CD): The CPUC division responsible for developing and implementing Commission policies related to communications services and ensuring that Californians have fair, affordable, and accessible access to essential

communication services. CD oversees public purpose programs, including CA Connect, and is responsible for contract management, budget oversight, and regulatory compliance for those programs.

- Contractor: The entity awarded this Agreement to provide Contract Oversight Management services described in this Scope of Work.
- Contract Oversight Management (COM): Objective oversight activities performed by the Contractor to monitor, review, validate, and document Vendor Partner service agreement performance, deliverables, invoices, timelines, service levels, risks, dependencies, and supporting documentation. COM is advisory in nature and supports CPUC oversight and decision-making. COM is not program management, does not authorize work, direct Vendor Partner operations, supervise Vendor Partner staff, or replace CPUC contract management authority.
- Electronic Claim and Application Portal (eCAP): Communications Division financial workflow system used to route and process invoices. CPUC retains sole authority to approve or reject invoices for payment.
- Equipment Program Advisory Committee (EPAC): An advisory body that provides recommendations to CPUC regarding the selection, evaluation, and usability of program equipment offered through the CA Connect Program.
- Equipment Vendor: A supplier or distributor that provides equipment, accessories, or related materials for the CA Connect Program under a CPUC purchase order or other authorized purchasing method.
- Telecommunications Access for the Deaf and Disabled Administrative Committee (TADDAC): An advisory body established to advise CPUC on policy issues affecting communications access for Californians with disabilities and on CA Connect program direction.
- Vendor Partner: A contractor performing services under a CA Connect program service agreement with CPUC, excluding Memoranda of Understanding (MOUs) and grant agreements, unless otherwise directed by CPUC.

### 1.4 Period of Performance

The term of this Agreement shall begin January 4, 2027, or upon final approval of the Agreement, whichever occurs later, and shall continue for two (2) years unless terminated earlier in accordance with the terms of this Agreement. These dates shall also be reflected in the Standard Agreement (STD 213). All work must be completed within this period.

Transition-In activities shall begin on the effective date of the Agreement and must be completed within three (3) months of that date, unless CPUC approves an extension in writing. Transition-Out activities shall begin no less than six (6) months prior to the Contract End Date, unless otherwise directed by CPUC.

Any work performed outside the period of performance, including work performed before the effective date of the Agreement or after the expiration or termination of the Agreement, is not eligible for payment.

### 1.5 Key Staff and Contractor Staffing Requirements

The Contractor shall assign qualified personnel with the expertise necessary to perform the work described in this Agreement. Individuals designated as Key Staff are critical to Contract success and may not be replaced without CPUC approval. Key Staff must meet the California availability and in-state performance requirements described in Section 1.2.4, must be assigned and available to perform the oversight responsibilities required under this Agreement and may not simultaneously perform operational work for any CA Connect Vendor Partner. Key Staff shall be accountable for meeting the service levels, deliverable requirements, and documentation standards defined in this Agreement.

#### 1.5.1 Roles and Responsibilities of Key Staff

The Contractor shall assign qualified personnel to the Key Staff positions identified in this Agreement. Each Key Staff position must carry defined functional responsibilities to support Contract Oversight Management services. These role descriptions establish accountability for oversight functions and do not create an employment relationship between CPUC and Contractor personnel.

All Key Staff perform services at an independent contractor capacity. Nothing in this section authorizes Key Staff to act on behalf of CPUC, direct Vendor Partner operations, or exercise authority reserved to CPUC.

**Key Staff must include the following roles:**

<table><tr><td>1. <u>Program Oversight Director</u><br><br><u>Role Purpose</u><br>The Program Oversight Director is responsible for overall coordination and execution of Contract Oversight Management services across all CA Connect Vendor Partner agreements. This position serves as the Contractor’s primary point of contact with CPUC for oversight matters and is accountable for ensuring that oversight activities are performed in accordance with this Agreement.<br><br><u>Core Responsibilities</u><ul><li>Provides leadership and coordination for oversight activities across all Vendor Partner workstreams.</li><li>Ensures that deliverable validation, financial oversight, and reporting functions are integrated and consistent.</li></ul></td></tr></table>

- Serves as the escalation point for contractual risks, systemic compliance concerns, and cross-vendor coordination issues.
- Leads Quarterly Executive Oversight Meetings and prepares executive-level oversight briefings for CPUC.
- Ensures that oversight activities maintain independence from Program operations and comply with eligibility and conflict-of-interest restrictions.
- Oversees preparation of Monthly Oversight Reports and ensures that findings are supported by documented evidence.

Authority and Limitations

- May provide recommendations, observations, and options to CPUC regarding Program risks, trends, and oversight findings.
- May not approve deliverables, authorize payments, direct Vendor Partners, modify Program policy, or make binding decisions on behalf of CPUC.

Primary Interfaces

- CPUC Contract Representative and Program leadership.
- Vendor Partner executive representatives for clarification and escalation related to oversight findings, documentation, deliverables, invoicing, and contractual compliance status.
- Advisory Committees for formal oversight status reporting.

2. Financial Oversight Lead

Role Purpose

The Financial Oversight Lead is responsible for independent validation of financial documentation and budget monitoring activities to support CPUC's fiscal oversight of the CA Connect Program.

Core Responsibilities

- Reviews Vendor Partner invoices for completeness, accuracy, and compliance with contract requirements.
- Prepares, reconciles, and submits CA Connect Advance Account voucher packets and supporting documentation in accordance with Section 2.4.4, while maintaining required internal financial controls.
- Maintains budget tracking logs and monitors spending trends against approved allocations.
- Identifies financial risks, anomalies, and recurring deficiencies in financial submissions.
- Prepares Invoice and Financial Validation Summaries and related financial oversight documentation for CPUC.
- Supports audit readiness and coordination related to financial and inventory oversight activities.

Authority and Limitations

- May recommend whether financial submissions are ready for CPUC review.
- May not approve payments, authorize expenditures, or independently enter financial approval transactions into State systems.

Primary Interfaces

- CPUC fiscal and contract administration staff for purposes of coordination and information exchange related to financial oversight activities.
- Vendor Partners for clarification of submitted financial documentation.
- Independent auditors engaged by CPUC for financial or inventory audit activities, limited to coordination and provision of documentation.

3. Reporting and Data Validation Lead

Role Purpose

The Reporting and Data Validation Lead is responsible for ensuring that oversight reporting, dashboards, and performance metrics are accurate, traceable, and aligned with contractual and Program requirements.

Core Responsibilities

- Defines reporting requirements and data elements needed for Contract Oversight Management.
- Validates data received from Vendor Partners for accuracy, completeness, and internal consistency.
- Performs quality assurance reviews of dashboards and automated reports.
- Identifies reporting gaps, inconsistencies, and trends that may affect Program oversight.
- Prepares written findings and recommendations related to reporting quality for CPUC.
- Supports coordination with the ERP Vendor Partner from an oversight and validation perspective.

Authority and Limitations

- May recommend reporting standards, validation methods, and data definitions.
- May not configure systems, develop IT solutions, modify source data, or certify official State records.

Primary Interfaces

- CPUC reporting, analytics, and oversight staff.
- ERP Vendor Partner for clarification of reporting outputs and data sources.
- Program Oversight Director for alignment of executive reporting.

General Provisions Applicable to All Key Staff

- All Key Staff perform services as employees or agents of the Contractor and not as employees of the State.
- Nothing in this Agreement creates a supervisory relationship between CPUC and Contractor personnel.
- Key Staff may communicate findings, recommendations, and clarification requests but may not direct Vendor Partner operations or represent that they speak on behalf of CPUC.
- All final authority for Program policy, contract enforcement, deliverable acceptance, and payment approval remains with CPUC.

**1.5.2 Key Staff Positions**

To support oversight of CA Connect Program service agreements, excluding Memoranda of Understanding (MOUs) and grant agreements, unless otherwise directed by CPUC, the Contractor may assign up to one (1) support oversight personnel per Vendor Partner service agreement. The total number of support oversight personnel shall not exceed six (6) without prior written approval from CPUC.

The Contractor shall assign the following three (3) individuals as Key Staff for this Agreement.
Each Key Staff role shall have one designated primary individual, subject to approved temporary coverage and substitution requirements.

| Required Key Staff Role | Minimum Number Required | Description of Role |
|---|---|---|
| Program Oversight Director (Key Staff) | 1 | Serves as primary point of contact to CPUC. Accountable for oversight across all Vendor Partners, escalation, and alignment with Contract requirements. |
| Financial Oversight Lead (Key Staff) | 1 | Responsible for invoice and reimbursement review, CA Connect Advance Account voucher packet preparation, reconciliation, and submission, and budget tracking. |
| Reporting and Data Validation Lead (Key Staff) | 1 | Responsible for reporting requirements, dashboard/data validation, performance metric tracking, and quality assurance. |

Total required Key Staff = three (3) individuals.

The Contractor shall not assign more than nine (9) billable personnel (Key Staff plus support personnel combined) to this Agreement without prior written approval from CPUC. CPUC does not require the Contractor to assign the maximum personnel. Staffing must be commensurate with oversight workload and may be scaled down as appropriate.

Personnel who do not materially contribute to oversight or monitoring activities may not attend meetings or charge time to this Agreement.

All Key Staff identified for the project must be assigned and available prior to cutover as described in Section 2.6.1 Transition-In Activities and Documentation.

All proposed Key Staff must be reviewed and approved by CPUC prior to the start of work. CPUC may request interviews, additional documentation, or clarification of experience before granting approval. The Contractor shall not assign or substitute any individual into a Key Staff role without prior written approval from CPUC.

Only Key Staff and CPUC-approved support oversight personnel assigned under this Agreement may engage directly with CPUC staff, Program leadership, Vendor Partners, or Advisory Committees regarding oversight activities except for purely administrative/logistical support functions that do not involve oversight analysis, recommendations, or decision discussions. Contractor personnel who are not designated as Key Staff or approved support personnel shall not participate in meetings, communications, or decision discussions with CPUC or Vendor Partners unless expressly authorized in writing by CPUC.

All Key Staff shall meet the Minimum Qualifications and possess the required expertise identified in Section 1.2.2, Minimum and Desirable Qualifications.

### 1.5.3 Right-Sized Staffing Model

The intent of this Agreement is targeted contract oversight, not project management layering or operational program management. The Contractor shall assign staffing appropriate to perform the oversight responsibilities of this Agreement efficiently and effectively.

Staffing models shall align with the oversight functions described in this Agreement and shall not introduce unnecessary layers of program management or operational management responsibilities inconsistent with the Contractor's defined role.

- Three (3) Key Staff are required
- Up to one (1) support oversight personnel may be assigned per Vendor Partner service agreement, not to exceed six (6) support personnel
- Maximum billable personnel under this Agreement = nine (9)

The Contractor shall not assign personnel who do not materially contribute to oversight, reporting, financial validation, or deliverables. CPUC will not pay for internal Contractor supervision, administrative overhead, or training unrelated to Program oversight.

The Contractor shall not propose or assign individuals whose role is limited solely to administrative coordination unrelated to substantive oversight.

### 1.5.4 Qualifications and Experience

The Contractor shall ensure that all personnel assigned to this Agreement possess the qualifications, experience, and professional competency necessary to perform the oversight responsibilities described in this Statement of Work.

Personnel assigned to this Agreement shall have:

- Experience providing program, contract, operational, or performance oversight, not only administrative or project coordination functions.
- Experience working in environments that require independent analysis, objective findings, and professional judgment.
- Experience communicating with executives, governance bodies, or regulatory entities using concise written and verbal status reporting.

Contractor personnel must be able to:

- Review contract deliverables and Vendor Partner reporting for accuracy, completeness, and alignment with contract requirements.
- Identify issues or gaps, document findings, and communicate those findings without directing Vendor Partners how to perform the work.
- Produce clear written documentation, including meeting notes, status updates, corrective action tracking, and deliverable review comments.
- Deliverable review comments and oversight findings shall focus on substantive compliance, performance, and documentation completeness and shall avoid non-substantive or purely stylistic commentary.

Assignments under this Agreement are expected to be performed by individuals who possess the qualifications and experience necessary to perform the oversight responsibilities described in this Agreement. CPUC will provide Transition-In activities and Program orientation but will not provide training in general contract oversight principles, professional competencies, or subject-matter fundamentals expected of qualified Contractor personnel.

Personnel who do not meet these requirements may be rejected by CPUC and must be replaced in accordance with Exhibit F.

Personnel may not simultaneously perform oversight for CPUC and operational services under any CA Connect Vendor Partner agreement.

### 1.6 Amendments and Optional Contract Extensions

This Agreement may be amended to extend the period of performance for up to two (2) additional years in the aggregate, at the same hourly rates and cost structure identified in the Cost Sheet. The period of any individual extension shall be determined by CPUC based on Program needs and documented through a contract amendment. CPUC may exercise the option to extend the Agreement if it is determined to be in the best interest of the Program and both the CPUC and the Contractor agree to the extension.

All amendments must be documented through a formal contract amendment. No amendment, change in scope, adjustment to rates, or extension of time is valid unless it is made in writing, signed by both parties, and approved by the Department of General Services (DGS), when required.

The Contractor shall not perform work outside the scope of this Agreement without prior written authorization from CPUC. Any work performed without such authorization shall be at the Contractor's sole expense.

### 1.7 Contract Representatives

The Contract Representatives during the term of this Agreement are:

| State Agency: California Public Utilities Commission (CPUC) | Contractor: TBD |
|---|---|
| Section/Unit: California Connect | Section/Unit: |
| Name: Karen Luong | Name: |
| Phone: (916) 210-1824 | Phone: |
| E-mail: Karen.Luong@cpuc.ca.gov | E-mail: |

Direct all administrative and contractual inquiries to:

| State Agency: California Public Utilities Commission (CPUC) | Contractor: TBD |
|---|---|
| Section/Unit: Contract Services | Section/Unit: |
| Name: Kellie Harris | Name: |
| Phone: (916) 894-5821 | Phone: |
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Role of Contract Representatives

- The CPUC Contract Representative manages all contractual obligations associated with this Agreement and is the only individual authorized to approve changes to the scope, deliverables, costs, staffing, or timelines.

- The CPUC Contract Administrator manages administrative activities such as invoice processing, contract file management, and coordination of amendments.
- Routine coordination and oversight communication may occur between designated CPUC staff and the Contractor consistent with this Agreement; however, only the CPUC Contract Representative may authorize contractual changes or binding direction that alters the Contractor's scope or obligations.
- The Contractor Program Oversight Director (Key Staff) acts as the primary Contractor point of contact for oversight execution and is responsible for oversight execution, coordination of Contractor resources, issue resolution, and escalation.
- The Contractor Program Oversight Director is responsible for timely escalation of issues, risks, or unresolved matters requiring CPUC decision or direction.

The Contractor shall notify CPUC in writing within five (5) business days if any designated Contract Representative changes. No changes to Key Staff may occur without CPUC approval per Exhibit F. Only the CPUC Contract Representative may provide written authorization to proceed on matters affecting scope, schedule, staffing, or cost.

## 2. CONTRACTOR RESPONSIBILITIES

The Contractor is responsible for performing Contract Oversight Management services for the CA Connect Program. The Contractor will review Vendor Partner documentation, validate that required information has been submitted, and identify when clarification or additional detail is needed. The Contractor documents observations, provides recommendations to CPUC, and prepares its own work products that reflect the results of oversight activities. The Contractor is accountable for the quality, completeness, and accuracy of its oversight analyses, documentation, and recommendations provided to CPUC.

The Contractor shall perform these services from a contract oversight perspective focused on compliance, validation, risk identification, and decision support, and shall not expand its role into operational management of Vendor Partners or day-to-day program execution.

The Contractor shall perform oversight objectively and shall not represent to Vendor Partners, stakeholders, or the public that it speaks on behalf of CPUC.

### 2.1 Stakeholder Communications

The Contractor may communicate with CPUC, Vendor Partners, advisory committees, or stakeholders as needed to perform oversight activities. All communications must remain factual and based on documentation. The Contractor shall not speak on behalf of CPUC, communicate policy, or direct Vendor Partner activities.

#### 2.1.1 CPUC

The Contractor will maintain ongoing communication with CPUC staff regarding the status of Vendor Partner deliverables, documentation, reporting, and identified issues or risks.

Under the current Program workflow, Vendor Partner deliverables may be submitted through a CPUC-approved intake mechanism designated for oversight review. Use of any Contractor-managed submission tool is solely for administrative intake and document tracking purposes and does not constitute approval, acceptance, or a Contractor-controlled approval gate.

If deficiencies or missing information are identified during oversight review, the Contractor may communicate documented clarification requests to the applicable Vendor Partner, with CPUC visibility, limited to identifying the relevant contractual requirement, the missing or inconsistent information, and the documentation needed to complete the review. Such communications shall not direct Vendor Partner operational performance or establish new requirements beyond existing contractual obligations.

To promote transparency, efficient issue resolution, and productive working coordination, oversight observations, clarification requests, and documentation deficiencies communicated to Vendor Partners shall be factual, documented, and shared consistently with CPUC. The Contractor shall not maintain separate undocumented working positions with Vendor Partners regarding oversight matters. Nothing in this provision requires disclosure of internal CPUC deliberations, legal communications, procurement-sensitive communications, or confidential oversight analysis.

If a Vendor Partner believes the Contractor has exceeded its oversight role, imposed requirements beyond contractual obligations, created unnecessary review delays, or engaged in conduct inconsistent with this Agreement, the Vendor Partner may elevate the concern to CPUC for review and direction. CPUC retains sole authority to determine whether clarification, corrective action, or scope interpretation is required.

Once a deliverable has completed the Contractor's oversight review, the Contractor shall document the review status and upload the reviewed deliverable package, along with the associated review documentation, to the CPUC-designated SharePoint repository for CPUC review. CPUC's designated SharePoint repository serves as the official system of record. If CPUC provides Vendor Partner access to designated repository folders, such access shall be limited to the purposes authorized by CPUC.

The Contractor may recommend workflow or process improvements to CPUC, provided such recommendations maintain oversight independence and do not require Vendor Partners to submit deliverables directly to CPUC systems unless CPUC explicitly approves such a change. CPUC determines the frequency and format of all recurring touchpoints and updates.

The Contractor is responsible for exercising professional judgment to identify time-sensitive or high-risk issues and shall not rely solely on CPUC to designate urgency when oversight findings indicate potential impacts to program continuity, compliance, or consumer services.

### 2.1.2 Advisory Committees and Other Stakeholders

The Telecommunications Access for the Deaf and Disabled Administrative Committee (TADDAC) and the Equipment Program Advisory Committee (EPAC) are advisory bodies that provide input and recommendations to CPUC regarding accessibility, equipment, and the CA Connect Program. These committees represent members of the disability community and operate under the Bagley-Keene Open Meeting Act.

The Contractor shall attend all TADDAC, EPAC, and Joint Committee meetings. Attendance is mandatory. A minimum of two Contractor staff shall attend each TADDAC and EPAC meeting, and at least one attendee must be Key Staff identified in Section 1.5.2.

Attendance may not be delegated to personnel who do not perform oversight responsibilities under this Agreement.

At each Joint TADDAC/EPAC Committee meeting, the Contractor shall provide a formal Oversight Status Update. All Key Staff shall attend Joint Committee meetings. The Oversight Status Update shall focus on oversight observations, cross-contract coordination, risks, or trends that may affect the disability community. The Contractor shall not provide operational updates on behalf of Vendor Partners or speak on policy decisions.

Any materials the Contractor submits for committee distribution, display, or public accessibility shall comply with applicable federal and State accessibility requirements, including the Americans with Disabilities Act (ADA), Section 508 of the Rehabilitation Act, and the applicable Web Content Accessibility Guidelines (WCAG) conformance level required by CPUC or governing law. CPUC will determine which materials are included in the public meeting packet.

The Contractor shall provide all meeting materials to CPUC in sufficient time for CPUC to meet Bagley-Keene Open Meeting Act posting requirements ([10] ten calendar days prior to the public meeting).

**Accessibility Accommodations (Responsibility and Funding) (Task 17)**
Accessibility accommodations required by applicable federal or State law, or requested by meeting participants and approved or directed by CPUC, shall be secured and funded by the entity responsible for convening the meeting. Such accommodations may include, but are not limited to, American Sign Language (ASL) interpretation, spoken-language interpretation, Communication Access Realtime Translation (CART) captioning, accessible meeting materials, alternative formats (such as Braille, large print, or accessible electronic documents), assistive technologies, and other reasonable accommodations necessary to ensure meaningful access.

- When the Contractor convenes or coordinates a meeting on behalf of CPUC, the Contractor shall secure the accessibility accommodations directed by CPUC. Allowable expenses authorized by CPUC shall be charged to the CA Connect Advance Account under Category C, consistent with Section 2.4.4 and Exhibit C.
- When a Vendor Partner convenes the meeting, the Vendor Partner is responsible for securing and funding the required accessibility accommodations under its own agreement.
- When CPUC convenes the meeting, CPUC will secure and fund the required accessibility accommodations through established CPUC processes or through the Advance Account, as directed by CPUC.

Accessibility accommodations required solely for the Contractor's personnel or subcontractors are the Contractor's responsibility and are not reimbursable under this Agreement.

### 2.1.3 Key Meetings (Task 15)

The Contractor will participate in meetings identified by CPUC as necessary to support oversight activities. These may include meetings with CPUC staff, Vendor Partners, advisory committees, or working sessions related to documentation or reporting requirements. The Contractor is expected to be prepared, participate actively, and contribute information relevant to its oversight responsibilities.

For each meeting attended, the Contractor will document discussion points, decisions, questions requiring follow-up, and any action items assigned to the Contractor. The Contractor is responsible for tracking and completing its action items and will update CPUC on the status of those actions until completion. The Contractor does not direct vendors or communicate CPUC decisions regarding operations or policy and shall not assign corrective actions to Vendor Partners.

### 2.1.4 Quarterly Executive Oversight Meetings (Task 16)

The Contractor shall support CPUC-directed Quarterly Executive Oversight Meetings by coordinating logistics, preparing oversight materials, and facilitating discussion within the scope of this Agreement. These meetings bring together CPUC Program leadership, Vendor Partner executive representatives, and other participants designated by CPUC. The purpose of the Quarterly Executive Oversight Meeting is to provide shared visibility across all CA Connect Vendor Partners, communicate oversight observations, identify cross-vendor issues or risks that may impact consumers or program delivery, and elevate matters that require executive attention or CPUC direction. Facilitation of these meetings is limited to presenting oversight observations, validated information, and discussion prompts and does not include directing Vendor Partner actions or making determinations on behalf of CPUC.

The Contractor shall coordinate Quarterly Executive Oversight Meetings at CPUC's direction. The meeting shall occur at a location in California that is mutually agreed upon by CPUC and the Contractor. Acceptable locations include a CPUC office in Sacramento, San Francisco, or Los Angeles, or the Contractor's office in California. If the Contractor elects to host the meeting at its own facility, the Contractor shall ensure the meeting location is suitable for the meeting and complies with all applicable federal, State, and local laws, regulations, codes, and accessibility requirements, including providing adequate space to accommodate all attendees and any required accessibility accommodations. Any costs associated with providing or securing a suitable meeting location, including the rental of an alternate facility, shall be the Contractor's responsibility and are included in the Contractor's fully loaded hourly rates. The Contractor is responsible for scheduling the meeting, managing invitations, preparing materials, facilitating the meeting discussion, and ensuring that the meeting adheres to the agenda.

Prior to each Quarterly Executive Oversight Meeting, the Contractor shall prepare a quarterly briefing packet that summarizes program oversight activities and observations. The briefing packet shall describe overall contract oversight status, cross-vendor dependencies, emerging risks affecting consumers or program delivery, trends identified through oversight review, and financial oversight observations such as invoice review results or activity associated with the CA Connect Advance Account. The quarterly briefing packet shall identify decisions or direction needed from CPUC. The Contractor shall provide the briefing packet to CPUC no fewer than three business days before the meeting so that CPUC can distribute the packet to Vendor Partners.

The Contractor shall ensure that, at minimum, the Program Oversight Director, the Financial Oversight Lead, and the Reporting and Data Validation Lead identified in Section 1.5.2 attend the Quarterly Executive Oversight Meeting. These individuals must have the authority and subject-matter knowledge to speak to oversight findings, risks, and recommendations. Attendance may not be delegated to personnel without oversight responsibility or decision-making authority.

Following each Quarterly Executive Oversight Meeting, the Contractor shall document the results, including decisions made, action items, responsible parties, and required completion dates. The Contractor shall track Contractor-assigned and CPUC-directed oversight follow-up items to closure and provide updated status to CPUC as part of ongoing oversight responsibilities.

### 2.1.5 Meeting Coordination and Accessibility Execution (Task 15)

When the Contractor schedules or facilitates a Program-related meeting on behalf of CPUC, the Contractor is responsible for completing the logistical arrangements needed to support that meeting. This includes confirming accessibility accommodations that fall under the Contractor's responsibility when such accommodations are required or requested by participants or CPUC.

The Contractor shall:

- Confirm interpreter or captioner arrangements in advance when accommodations are needed
- Verify availability of required accessibility accommodations before the meeting begins
- Provide meeting materials to interpreters or captioners, as appropriate
- Ensure that any meeting facility selected or coordinated by the Contractor complies with applicable federal and State accessibility requirements, including accessible

entrances, routes, meeting rooms, restrooms, and other features necessary to provide meaningful access for participants with disabilities

- Ensure that meeting logistics support the accessibility requirements of participants

This section addresses logistical execution only. Responsibility for securing and funding accommodations is defined in Section 2.1.2.

## 2.2 Administrative Oversight

The Contractor will review documentation, reports, and deliverables submitted by Vendor Partners to determine whether they meet the requirements established in each Vendor Partner's respective contract. Reviews must evaluate completeness, accuracy, internal consistency, and alignment with contractual expectations. If information is incomplete or unclear, the Contractor shall notify CPUC and may request clarification or additional documentation from the applicable Vendor Partner, as appropriate to complete the oversight review. Clarification requests shall be limited to information necessary to support oversight activities and shall not direct or prescribe Vendor Partner operational performance.

The Contractor's activities are advisory only. The Contractor shall not direct Vendor Partner operations, assign tasks, alter Vendor Partner schedules, or represent to any party that it is acting on behalf of CPUC. Recommendations made by the Contractor do not constitute CPUC approval or authorization for Vendor Partners to perform work.

All oversight activities performed under this Agreement must reflect independent professional judgment and substantive analysis grounded in contractual requirements and documented evidence. Oversight findings, review comments, and recommendations must be defensible, relevant, and sufficient to support CPUC decision-making.

Use of tools, templates, automation, or other assistive technologies by the Contractor does not relieve the Contractor of responsibility for the accuracy, relevance, completeness, or professional quality of oversight outputs. CPUC will evaluate Contractor performance based on the substance and usefulness of the oversight analysis, not on the tools used or the volume of comments produced.

### 2.2.1 Oversight Coordination for Program Documentation

The Contractor will serve as the central oversight coordination point for Vendor Partner deliverable status, reporting status, documentation location, and traceability. When questions arise regarding the status of a deliverable or the location of a submission, the Contractor will confirm whether documentation has been submitted, where it is stored, and whether it appears complete for oversight review against contractual requirements. The Contractor maintains documentation traceability, so CPUC has a clear view of what has been provided and what remains outstanding.

This role is limited to documentation tracking, traceability, and oversight visibility and does not extend to contractual interpretation, dispute resolution, acceptance determinations, or final approval authority. Only CPUC may approve deliverables or make final determinations.

#### 2.2.2 Program Dashboard and Reporting

The Contractor shall design, develop, and maintain a reporting and dashboard format that summarizes oversight findings, validated performance trends, and issues identified during review to support CPUC decision-making. The Contractor shall propose the dashboard/report format to CPUC for review and approval. After approval, the Contractor maintains and updates the dashboard at the cadence established by CPUC (at minimum, monthly). Reporting must be concise, factual, and supported by documentation stored in the CPUC's designated SharePoint repository.

At minimum, reporting shall provide contract-level visibility into Vendor Partner oversight status, including key deliverables, reporting status, performance trends, identified risks, open issues, and other information reasonably necessary to support CPUC oversight and decision-making. The Contractor may also provide consolidated executive-level reporting, provided underlying contract-specific visibility is maintained.

#### 2.2.3 Risk Analysis and Issue Identification

During deliverable and invoice reviews, the Contractor will identify risks, concerns, or compliance gaps. The Contractor documents findings, explains why attention is needed, and tracks the matter to closure. CPUC retains sole authority to determine next steps and issue direction. The Contractor shall elevate risks or issues to CPUC when timely awareness or decision-making is required. Risks requiring immediate escalation no later than one (1) business day after identification include potential service disruptions, missed contractual milestones affecting continuity, significant invoice or payment processing risks, unresolved audit findings with material exposure, repeated Vendor Partner non-compliance, or issues requiring executive or contractual direction from CPUC.

#### 2.2.4 Oversight Observations and Improvement Recommendations

The Contractor may identify opportunities that improve clarity, efficiency, reporting, documentation, or alignment with modernization activities. The Contractor presents recommended improvements with supporting rationale. Participation in program improvement discussions does not expand the scope of work and does not authorize the Contractor to perform Vendor Partner operational tasks.

#### 2.2.5 Response To CPUC Requests

The Contractor will respond to CPUC requests for information or clarification by retrieving documentation, summarizing oversight findings, and explaining submission status. The

Contractor provides requested information within the timeframe specified by CPUC and tracks requests to closure. Responses shall be supported by documented evidence stored in the CPUC-designated system of record. If the Contractor identifies material concerns, risks, or disagreements with assumptions underlying a CPUC request, the Contractor shall document such concerns in writing and provide them to CPUC as part of its response.

**2.2.6 Collaboration With Vendor Partners**

The Contractor may communicate with Vendor Partners for purposes of clarification or additional documentation, limited to oversight needs. The Contractor shall not direct Vendor Partner operations. Communications with Vendor Partners shall remain focused on clarification, documentation, and oversight needs and shall not extend to editorial, stylistic, or non-substantive commentary. When directed by CPUC, the Contractor participates in collaboration sprints to support cross-contract alignment. Sprint participation must not delay oversight deliverables or SLA commitments.

**2.2.7 Cross-Contract Collaboration Sessions**

When directed by CPUC, the Contractor will participate in collaboration sessions to support cross-contract alignment and timely issue resolution. For each session, CPUC will define the problem statement, expected outcome, and required deliverables. The Contractor will assign a primary liaison with authority to act on behalf of the Contractor and designate a backup to ensure continuity. Participation in collaboration sessions must not delay the Contractor's oversight deliverables or SLA timelines. Contractor participation in collaboration sessions shall be evaluated based on timely attendance, preparedness, responsiveness to CPUC-directed follow-up, and fulfillment of oversight responsibilities assigned under this Agreement.

Collaboration sessions are intended solely to support cross-contract coordination, documentation clarification, escalation support, and issue resolution within the Contractor's oversight role. Participation in collaboration sessions shall not create responsibility for project management, Vendor Partner task ownership, operational coordination management, deliverable ownership, schedule management, or operational follow-up beyond the Contractor's oversight responsibilities.

**2.2.8 Kickoff Meeting and Initial Documentation**

Within ten business days after the effective date of the Agreement, the Contractor will participate in an in-person Kickoff Meeting with CPUC. The meeting will be held at a CPUC office in Sacramento, San Francisco, or Los Angeles. At CPUC's discretion, and only if agreed to in writing, the meeting may take place at the Contractor's California office. Participation in the Kickoff Meeting is included in the Transition-In deliverable and is not separately billable.

The Contractor is responsible for preparing the meeting agenda, identifying required system access and documentation necessary to begin work, and ensuring that Key Staff attend in person unless CPUC approves an exception. Within five business days after the Kickoff Meeting, the Contractor must submit written meeting notes confirming decisions, action items, dependencies, and next steps.

The Kickoff Meeting marks the beginning of Transition-In. During Transition-In, the Contractor schedules introductory meetings with each Vendor Partner to understand scope, active deliverables, workflows, and reporting cadence. Information gathered during Transition-In shall be used to establish baseline oversight tracking, documentation inventories, and risk awareness.

## 2.3 Contract Oversight

The Contractor will support CPUC in monitoring Vendor Partner service agreements associated with the CA Connect Program. The Contractor is responsible for tracking key contractual elements such as deliverable due dates, submission requirements, and reporting obligations. Through this oversight work, the Contractor will provide CPUC with visibility into Vendor Partner compliance status, documentation submission status, and deliverable performance against contractual requirements. The Contractor does not direct vendor activity or make operational decisions or enforce contractual remedies. CPUC retains full authority regarding contract-related decisions and follow-up actions.

For each Vendor Partner service agreements, the Contractor shall maintain a contract oversight profile that includes key contract requirements and oversight reference information, such as scope summary, period of performance, required deliverables, invoice review requirements, performance metrics, recurring reporting obligations, known dependencies, contract amendments, active risks, and open CPUC decisions relevant to oversight activities. These profiles shall be maintained as current reference tools and shall inform ongoing oversight monitoring and reporting.

Informal communications, including emails or verbal updates, do not substitute for required tracking logs or documentation maintained in the CPUC-designated system of record.

### 2.3.1 Deliverable Quality and Completeness Validation

The Contractor shall perform oversight validation of deliverables submitted by Vendor Partners under the CA Connect Program to identify material gaps, deficiencies, inconsistencies, or missing documentation relevant to CPUC review. Deliverables subject to oversight review may be submitted through a CPUC-approved intake mechanism designated for oversight tracking and review and may include work products, reports, documentation, or other deliverables required under CA Connect Program service agreements, as well as Program-related initiatives that CPUC directs the Contractor to oversee.

Validation includes confirming that required components and attachments are included, the deliverable meets CPUC-defined content and formatting requirements, aligns with contract scope and Program requirements, and that material discrepancies are identified and communicated so the deliverable is reasonably suitable for CPUC review. The Contractor shall apply reasonable professional judgment and shall not delay oversight completion due to immaterial, stylistic, duplicative, or non-substantive comments that do not materially affect CPUC review, contractual compliance, accessibility, payment validation, or decision-making.

Deliverables that have completed oversight validation may be documented by the Contractor as having completed oversight review and provided to CPUC for review. If CPUC requests visibility into a deliverable before oversight validation is complete, the Contractor may provide the deliverable with clear notation regarding its review status, identified exceptions, pending clarification, or unresolved questions.

Oversight validation does not constitute CPUC acceptance or approval.

For each deliverable, the Contractor shall document the review status and final determination in the CPUC-designated SharePoint Deliverable and Compliance Tracking Log.

This validation responsibility applies to all oversight activities assigned by CPUC under this Agreement.

### 2.3.2 Contract Performance and Documentation Validation

The Contractor shall review Vendor Partner performance, records, submissions, transactions, and supporting documentation, as appropriate, to assess compliance with the requirements of the applicable Vendor Partner agreement and validate information used to support CPUC oversight and decision-making.

The Contractor's review shall be based on the requirements of the applicable agreement and may include contractual, operational, financial, performance, service-level, data, property, technology, or other supporting records relevant to the work being reviewed.

The Contractor shall apply professional judgment and materiality and focus its review on substantive matters that may affect contractual compliance, performance, financial accuracy, service delivery, Program risk, or CPUC decision-making. When information is materially incomplete, inconsistent, unsupported, or unclear, the Contractor may request clarification or supporting documentation from the applicable Vendor Partner.

The Contractor shall consider relevant information across available records and reporting sources and identify material inconsistencies, unexplained variances, or trends that may not be apparent when individual submissions are reviewed in isolation.

Material findings shall be tracked through resolution or CPUC-directed closure. The Contractor shall identify recurring or systemic issues and distinguish isolated exceptions from patterns that may warrant further CPUC attention.

The Contractor shall document material findings, recurring trends, and matters requiring CPUC awareness or action. Oversight comments shall not include stylistic preferences, minor grammatical or formatting issues, or other non-material matters that do not affect contractual compliance, accuracy, performance, or CPUC's ability to evaluate the work.

The Contractor shall not create new requirements, substitute its preferred business practices for requirements established by CPUC or the applicable Vendor Partner agreement, direct Vendor Partner operations, or exercise authority reserved to CPUC.

### 2.3.3 Contract Timeline Monitoring

The Contractor will monitor key dates and requirements for each Vendor Partner service agreement, including deliverable due dates, reporting submission dates, invoice timelines, and dates that are tied to contractual milestones. The Contractor will notify CPUC when a required submission has not been received or when a pattern of delayed or incomplete submissions is identified. The Contractor shall elevate to CPUC patterns of missed deadlines, repeated delays, or aging submissions that may require CPUC attention or action.

The Contractor will maintain a method, such as a tracking log or calendar, that provides CPUC with a clear view of deliverable status across all Vendor Partners. The Contractor will not change or extend contract timelines; any decisions regarding follow-up or enforcement remain with CPUC.

### 2.3.4 Contract Documentation and Records Management

The Contractor may use its own internal systems, tools, or repositories to manage and perform oversight activities. However, CPUC’s repository (the CPUC-designated SharePoint or other CPUC-approved system of record) is the official system of record for all contract documentation and deliverables.

The Contractor will upload and maintain documentation in CPUC’s designated repository, including contracts, amendments, deliverable schedules, invoice documentation, correspondence related to oversight activities, and supporting evidence. The Contractor will organize the repository in a logical and consistent manner that allows CPUC to easily locate records. If CPUC does not have an existing structure or naming standard, the Contractor will propose one for CPUC approval and maintain it once approved. CPUC retains authority over repository governance, folder structure, naming conventions, access permissions, and document control requirements for the official system of record.

The Contractor may retain working files within its internal system for the purposes of performing the work. However, no final document, record, or supporting evidence materially relied upon for oversight conclusions, reporting, SLA measurement, or CPUC decision support may be stored exclusively within the Contractor's system. All final documentation, and any final supporting documentation materially relied upon for an oversight conclusion or recommendation, must be stored in the CPUC-designated repository.

Contractor access to CPUC systems, repositories, or network resources shall be limited to the access specifically authorized by CPUC and necessary to perform the work under this Agreement. The Contractor will transfer or upload all records to CPUC upon request and prior to contract completion. The Contractor shall not destroy or dispose of records related to this Agreement except in accordance with CPUC direction and applicable record retention requirements.

At contract closeout or upon CPUC request, the Contractor shall certify in writing that all final records relied upon for oversight conclusions have been uploaded to the CPUC-designated repository and that no unique copies reside solely within the Contractor's systems.

Internal Contractor tools, trackers, dashboards, or working files may not serve as the sole basis for oversight conclusions, SLA measurement, reporting, or decision support unless the same information is fully reflected in the CPUC-designated system of record.

### 2.4 Financial Oversight

The Contractor shall support CPUC by reviewing and validating financial documentation associated with Vendor Partner agreements and equipment-related procurements, identifying issues or risks, and providing CPUC with recommended options. The Contractor reviews financial information for completeness, appropriate documentation, and alignment with contract terms and Program requirements and documents findings for CPUC review. CPUC retains all approval authority. All oversight, validation, and review activities shall be performed using reasonable professional judgment consistent with generally accepted oversight and audit support practices.

Financial oversight shall be organized at the Vendor Partner service agreement level and include tracking of invoice status, billing periods, billed amounts, supporting documentation status, associated deliverable status where applicable, identified exceptions, and other information reasonably necessary to support CPUC financial oversight. The Contractor shall identify and report material trends or anomalies, including repeated invoice corrections, missing documentation, accelerated spending patterns, or inconsistencies between billed work and documented contract status.

**Financial Documentation Validation Requirement**

The Contractor shall validate the completeness, accuracy, and compliance of all financial documentation submitted by Vendor Partners or equipment vendors, including invoices, reimbursement requests, TECs (Travel Expense Claims), cost sheets, and supporting documentation. Validation includes confirming that required fields are complete and accurate, supporting documentation is attached, costs align with contract terms and approved rates, and the submission complies with applicable CPUC policies, Program requirements, and State procurement and administrative control requirements (including requirements communicated by CPUC from DGS, SAM/SCM, CDT, and applicable oversight entities identified by CPUC). The Contractor shall not identify financial documentation as ready for CPUC review until oversight validation is complete, unless CPUC directs otherwise. Resolution of discrepancies is limited to obtaining clarification or corrected documentation from the originating Vendor Partner and does not include modifying financial submissions or making determinations on allowability or approval. CPUC may, at its discretion, return financial documentation for completion of required oversight validation before conducting substantive review.

### 2.4.1 Payment Processing

The Contractor shall review Vendor Partner invoices for accuracy, completeness, and compliance with contract requirements. The review shall include validation against contract rates, approved workplans, deliverable acceptance status, supporting documentation, and allowable cost categories. The Contractor shall document the results of its review in an invoice validation summary and provide the summary to CPUC.

The Contractor's role is to validate, analyze, and recommend whether an invoice is ready for CPUC approval. The Contractor shall not authorize payment or make approval determinations. Only CPUC may approve invoices for payment.

For Vendor Partners performing services under CA Connect Program service agreements with CPUC, the Contractor may request clarification or additional documentation directly from the Vendor Partner if supporting material is missing or incomplete.

For invoices related to equipment procurement, fulfillment, or distribution, the Contractor shall review the invoice for accuracy and compliance with contract terms; however, the Contractor shall not contact or work directly with the equipment vendor, equipment manufacturers, suppliers, warehouses, or any third-party logistics provider. If clarification or supporting documentation is required to complete the invoice review, the Contractor shall request the information from CPUC. CPUC will determine how to obtain the required information from the appropriate equipment vendor or third-party entity.

When required by CPUC financial system (eCAP), the Contractor may perform system workflow actions including performing designated workflow routing actions within eCAP, such as routing an invoice forward or returning it as deficient, when specifically authorized by CPUC solely for the purpose of advancing routing or returning the invoice for correction. Such system actions are procedural only and do not represent financial approval, acceptance of work, or authorization of payment by the Contractor.

Payment processing for the CA Connect Advance Account is governed by Section 2.4.4 and follows the reimbursement and restoration process described in that section.

The Contractor shall maintain invoice validation records, supporting documentation, and deficiency notices in the CPUC-designated SharePoint repository and update the Deliverable and Compliance Tracking Log accordingly.

### 2.4.2 Expenses and Reimbursements

The Contractor shall review and validate invoice packages submitted by Vendor Partners or equipment vendors to determine whether required documentation is present and whether the costs appear consistent with the applicable contract terms, rate schedules, and allowable cost categories.

For expenses submitted outside of the CA Connect Advance Account process, the Contractor will:

1. Review the invoice package and verify that required supporting documentation has been provided (e.g., receipts, itemized breakdowns, travel expense claims, or other applicable documentation).
2. Confirm that the costs appear to fall within the eligible cost categories defined in the Vendor Partner's contract.
3. Request clarification or additional documentation directly from the Vendor Partner if the submission is incomplete or unclear.
4. Prepare a written recommendation to CPUC indicating whether the invoice package appears complete and ready for CPUC review and approval.

The Contractor does not approve payments or make financial approval determinations. Any procedural workflow actions performed in State financial systems, when specifically authorized by CPUC, are administrative only and do not constitute approval. CPUC retains full authority to approve, reject, or request revisions to invoice packages.

Expenses reimbursed through the CA Connect Advance Account follow the monthly reconciliation and voucher packet requirements described in Section 2.6.14.

In performing these validation activities, including review of reimbursement requests submitted through the CA Connect Advance Account, the Contractor shall conduct an independent, evidence-based reasonableness review. This review must confirm that requested reimbursements are complete, internally consistent, supported by verifiable documentation, and aligned with Program requirements. The Contractor shall identify anomalies, inconsistencies, irregular quantities or charges, outdated or unclear information, or reimbursement requests that appear unsupported. The Contractor shall obtain clarification before forwarding any request to CPUC and shall not advance reimbursement packets that require additional verification. The Contractor shall not modify Vendor Partner documentation or make operational decisions.

### 2.4.3 Budget Monitoring and Analysis (Task 14)

The Contractor will monitor Program spending against the approved budget and contract encumbrances. The Contractor is responsible for maintaining analytical tracking and reporting of actual expenditures, projected costs, and identifying variances that may impact Program operations or funding availability.

Budget monitoring includes:

- Maintaining a current budget tracking log that reflects encumbrances, expenditures, remaining balances, and projections.
- Comparing Vendor Partner spending to approved budget allocations, rate sheets, and contract terms.
- Reviewing spending trends to identify potential risks such as accelerated burn rates, unplanned cost increases, or projected shortfalls.
- Alerting CPUC when expenditures appear inconsistent with the approved budget or when spending may exceed available funding.
- Providing CPUC with recommendations or alternative options when budget risks are identified.

The Contractor will prepare periodic budget reports summarizing:

- Spending to date (encumbered, invoiced, reimbursed)
- Variances from budgeted amounts
- Forecasts of anticipated spending through the end of the fiscal year or contract term
- Known risks, assumptions, or dependencies affecting financial projections

The Contractor does not approve encumbrances, budget adjustments, or use of State funds. CPUC retains authority for all budget decisions and for approval of expenditures.

If financial activity associated with the CA Connect Advance Account affects budgeted amounts or available balances, the Contractor will document the impact in the budget tracking log and reflect it in the periodic budget report.

**2.4.4 CA Connect Advance Account Management**

To facilitate payment of reimbursable program expenses, the Contractor will establish a separate dedicated bank account titled:

“California Public Utilities Commission – CA Connect Advance Account.”

The Advance Account must be a dedicated account and may not be co-mingled with any other Contractor funds.

The account must allow disbursements by check and debit card.

Initial Advance (Opening Deposit)
To open the account, the Contractor will submit an invoice to CPUC for an initial advance amount sufficient to meet the bank’s minimum opening deposit requirements.

The initial advance shall not exceed twenty-five percent (25%) of the total annual Advance Account amount authorized by CPUC.

The Contractor is not required to front funds to open or maintain the account. After CPUC processes and pays the initial advance invoice, the Contractor will use those funds to open the account and will provide CPUC with the bank name, routing number, and account number.

**Funding for Full Advance Account Amount**
Once the account is open, the Contractor may submit additional invoice(s) to CPUC to increase the account balance to the full Advance Account amount authorized by CPUC.

Disbursements from the Advance Account may only be made for reimbursable expenses allowed under this Agreement.

**Use of Funds (Allowable Categories and Eligibility)**
Advance Account disbursements are limited to allowable expenses authorized under this Agreement and directly tied to CA Connect program activities. The Contractor’s role with respect to Advance Account expenditures is limited to disbursement execution, documentation, and reconciliation as directed by CPUC and does not include approval or determination of allowability.

The Contractor shall maintain appropriate internal financial controls and segregation of duties for Advance Account administration, including separation of disbursement execution, reconciliation preparation, and oversight validation functions to the extent practicable within the Contractor's staffing structure. CPUC retains sole authority for approval of reimbursement and allowability determinations.

CPUC establishes the annual amounts available for each category as follows:

- Advisory Committee Travel and Meeting Expenses (Category A) – $100,000 per fiscal year
- Program Education, Communication, and Awareness Expenses (Category B) – $350,000 per fiscal year
- Accessibility Accommodations for Non-Contractor Personnel (Category C) – $50,000 per fiscal year
- Unanticipated Tasks (Category D) – $250,000 per fiscal year

The categories below describe allowable expenditures. The Contractor shall ensure that all reimbursement requests are supported by documentation sufficient to demonstrate the nature of the expenditure, the purpose of the expenditure, and any other information required by CPUC to support reimbursement. These categories describe the primary allowable expenditure types. Any additional expenditure must be consistent with the purpose of the applicable category, directly support CA Connect Program activities, receive prior written CPUC approval, and comply with applicable State requirements.

**A. Advisory Committee Travel and Meeting Expenses**

Eligible expenses include, but are not limited to:

- Travel costs for Advisory Committee members (airfare, lodging, mileage, parking, meals under State travel rules)
- Conference, convention, or exhibit fees when representing CA Connect
- Meeting-related costs (facility or AV fees, room deposits required by the venue)

Not eligible:

- Contractor personnel travel is not eligible.

**B. Program Education, Communication, and Awareness Expenses**

Eligible expenses include, but are not limited to:

- Equipment shipping and distribution costs directly associated with program education or public engagement activities
- Printing and production of consumer-facing public meeting materials, education materials, forms, and informational supplies
- Materials, registration fees, travel, or other costs necessary to conduct or support public-facing program engagement, outreach, or education activities

Not eligible:

- Routine Contractor administrative costs or overhead expenses that are not directly related to approved program education, communication, awareness, or public engagement activities
- Costs that are duplicative of, or otherwise covered under, other California Connect Vendor Partner service agreements.

**C. Accommodations for Non-Contractor Personnel**

Eligible expenses include:

- CART captioning services
- ASL or other interpreter services
- Other reasonable accessibility accommodations necessary to support participation in Program activities or public meetings

Not eligible:

- Accommodations for Contractor personnel.

**D. Unanticipated Tasks - $250,000**

This category is reserved for one-time, non-recurring tasks or expenditures authorized in writing by CPUC to address unexpected, time-sensitive, or emerging Program needs that are not otherwise covered under this Agreement or another active CA Connect contract. Category D shall operate in accordance with the established CA Connect Advance Account structure. All expenditures require prior written CPUC approval.

Eligible expenses include:

- Short-term, one-time tasks specifically authorized in writing by CPUC that directly support CA Connect Program activities and are not otherwise covered under this Agreement or another active contract
- One-time non-operational expenditures specifically directed in writing by CPUC to address unexpected or time-sensitive Program needs

Not eligible:

- Routine contractor administrative costs
- Expenses already covered under Categories A-C

**Boundary Rule**

The CA Connect Advance Account is intended only for expenses that:

- fall within the categories expressly described above and approved by CPUC
- are not otherwise payable under another contract or purchase order.

**Monthly Advance Account Packet**

Each month, the Contractor will submit a CA Connect Advance Account voucher packet to CPUC that includes:

- The monthly bank statement showing all activity in the CA Connect Advance Account
- An itemized listing of disbursements paid from the account
- Supporting documentation for each disbursement, including receipts, invoices, travel claims, and for check payments, a copy of the cashed check showing both the front and back

For purposes of service level measurement and review timelines, a voucher packet shall be considered “complete” only when all required components listed above are uploaded to the CPUC-designated system of record. Review timelines shall not begin until the complete packet is received. The Contractor shall submit the complete monthly CA Connect Advance Account voucher packet no later than the fifth (5th) business day following the end of each calendar month, unless CPUC approves a different timeline in writing. Delays caused by incomplete internal Contractor reconciliation, missing internal approvals, staffing issues, or administrative processing do not excuse timely submission.

**Reimbursement and Fund Restoration**
After CPUC reviews and approves the voucher packet, CPUC will reimburse the Contractor for allowable expenses so that the CA Connect Advance Account balance is restored to the authorized advance level.

This reimbursement cycle continues throughout the Agreement.

**Return of Funds and Retention Release**
All monies in the CA Connect Advance Account, including any interest or earnings, are property of the CPUC program funds.

At the end of the Agreement or upon CPUC request, the Contractor must return all remaining funds, including any accrued interest, to CPUC.

Returned funds shall be remitted to:

California Public Utilities Commission
Accounting Office – Cashiering Unit
505 Van Ness Avenue, Room 3000
San Francisco, CA 94102

Funds shall be returned in the manner directed by CPUC Accounting at closeout (e.g., check or other method specified in writing by CPUC).

Final retention will not be released until:

- the Advance Account is fully reconciled
- all required documentation has been submitted and accepted by CPUC
- any remaining funds and interest have been returned to CPUC

If any balance remains unresolved, CPUC may deduct the outstanding amount from retention or from any other payment owed under this Agreement.

### 2.5 Reporting and Data Validation

The Contractor shall support CPUC by reviewing, validating, and documenting Program reporting requirements, dashboards, performance metrics, and data used to support oversight and decision-making. The Contractor shall evaluate the completeness, accuracy, consistency, and traceability of reporting outputs, identify discrepancies or risks, and provide recommendations to CPUC. The Contractor's responsibilities are limited to oversight, validation, quality assurance, and reporting support and do not include system development, database administration, or implementation of Enterprise Resource Planning (ERP) or other information technology systems.

Reporting and data validation activities shall ensure that Program dashboards, reports, and performance metrics accurately reflect approved source documentation, contractual requirements, and Program objectives. The Contractor shall document findings, recommendations, and identified issues requiring CPUC direction in accordance with the deliverables specified in Section 2.6. CPUC retains sole authority for approving reporting requirements, accepting reporting outputs, and directing modifications to Program reporting or information systems.

#### 2.5.1 Program Dashboard and Report Automation

The Contractor will support CPUC in developing and maintaining dashboards and reporting tools that provide decision-support visibility into Program activities, Vendor Partner performance, financial status, and deliverable progress. The Contractor will help define reporting requirements, organize data inputs, and verify that reports reflect accurate, traceable information.

Nothing in dashboards, reports, validation summaries, or written recommendations shall be interpreted as direction to Vendor Partners or as authorization to modify scope, schedule, or performance requirements.

The Contractor does not develop or maintain IT systems or databases. Any system development, configuration, or hosting remains the responsibility of CPUC or the designated Vendor Partner. The Contractor’s role is limited to defining reporting needs, validating accuracy, and reviewing outputs.

Dashboards and reports developed under this Agreement are oversight and decision-support tools only. They shall not be used to create new operational tracking requirements, substitute for Vendor Partner service agreement deliverables, or redefine reporting obligations unless CPUC formally amends the underlying Vendor Partner service agreement.

### 2.5.2 Co-Development With ERP Contractor

If CPUC engages a Vendor Partner responsible for managing the reporting environment or Enterprise Resource Platform (ERP), the Contractor shall collaborate, as directed by CPUC, with that Vendor Partner to support dashboard and report automation requirements.

Activities include:

- Participating in working sessions to clarify reporting needs and Program performance measures.
- Ensuring that reporting requirements reflect contracted deliverables and approved performance metrics.
- Validating that the data used in dashboards and reports is traceable to approved source documentation (invoices, deliverables, logs, or other Program records).
- Reviewing draft dashboards or reporting prototypes and providing written feedback to CPUC.

The Contractor does not design, configure, build, or operate State systems, ERP environments, or databases. The Contractor may recommend reporting logic or structure but shall not perform any technical system work associated with implementation.

The Contractor's role is to review, recommend, and validate, and support CPUC oversight of reporting requirements, not to perform system development or maintenance.

The Contractor shall document its review, findings, recommendations, identified risks, and any issues requiring CPUC direction through the applicable oversight deliverables identified in Section 2.6, Deliverables, including the Vendor Deliverable Review Package, Monthly Oversight Report, Monthly Oversight Dashboard, or other applicable deliverables, as appropriate.

### 2.5.3 Report Definition & Development

The Contractor will assist CPUC by documenting reporting requirements and defining the data elements needed for Program reporting and oversight dashboards.

Activities include:

- Identifying the data elements needed to monitor Program performance.

- Preparing structured report definitions that describe data inputs, frequency, purpose, and source system or Vendor Partner.
- Recommending visualization approaches that make reporting intuitive and easy to understand.
- Reviewing draft reports or dashboards and providing written feedback to CPUC.

When requested, the Contractor will prepare written report specifications to support development work performed by CPUC or another Vendor Partner.

These specifications are advisory only and do not authorize the Contractor to implement, configure, or modify any reporting system or to direct the work of the ERP Contractor.

#### 2.5.4 Quality Assurance

The Contractor will perform independent review and quality checks on Program dashboards and automated reports to ensure that reported results are accurate, consistent, and based on verifiable Program documentation.

Quality assurance activities are limited to oversight work products, supporting documentation, dashboards, reports, and validation outputs prepared or reviewed as part of the Contractor's oversight responsibilities. Any material discrepancies identified shall be documented and reported to CPUC for review.

Quality assurance activities include:

- Verifying that dashboard metrics match source data (e.g., invoices, Vendor Partner log files, deliverables, budget tracking).
- Identifying discrepancies, missing data elements, or reporting gaps.
- Documenting findings and recommendations in writing and providing them to CPUC.

The Contractor does not approve or certify reports as official State records. Only CPUC may accept or certify Program reporting as final.

CPUC retains responsibility for final acceptance of Program reporting and dashboards.

### 2.6 Deliverables and Reporting Requirements

The Contractor shall produce the deliverables described in this section. Transition-In and Transition-Out activities are included in the scope of this Agreement. All deliverables must be uploaded to the CPUC-designated SharePoint repository. Deliverables are not considered complete until CPUC accepts them in writing. CPUC will not provide templates; the Contractor is responsible for developing templates and formats as part of Transition-In.

### 2.6.1 Transition-In Activities and Documentation (Task 1)

Upon execution of the Agreement, the Contractor shall begin Transition-In to ensure an orderly assumption of oversight responsibilities without disruption to Program operations.

The Transition-In Plan shall include a structured transition schedule, key knowledge transfer activities, required documentation and access dependencies, readiness checkpoints, and other transition tasks necessary to support orderly operational readiness. CPUC will determine transition readiness and authorize operational cutover consistent with the terms of this Agreement.

Transition-In shall continue until CPUC determines that the Contractor is fully prepared to assume oversight responsibilities. Transition-In may be completed earlier than six months if the Contractor demonstrates readiness and CPUC confirms cutover in writing. In all cases, Transition-In shall be completed no later than six months from the Agreement execution date.

During Transition-In, the Contractor shall develop documented internal operating procedures, workflows, templates, and work instructions supporting the administrative oversight, contract oversight, financial oversight, and reporting and data validation responsibilities required under this Agreement. The Contractor shall review and update this documentation as necessary to reflect changes in Program operations, contract requirements, systems, processes, or CPUC direction throughout the term of the Agreement. The documentation shall support consistent performance, continuity of operations, knowledge transfer, and future contract transition, and shall be made available to CPUC.

The point at which responsibility transfers from CPUC or the outgoing Contractor to the incoming Contractor is referred to as cutover. Cutover shall not occur until all of the following conditions are satisfied:

- CPUC has accepted the Transition-In Plan submitted under Section 2.6.2.
- The Contractor has taken custody of all active deliverables, oversight logs, files, and working papers by ensuring they are organized and accessible within the CPUC-designated system of record.
- Key Staff identified in Section 1.5.2 are onboarded and performing duties.
- CPUC confirms, in its sole discretion, that the Contractor can assume oversight without disruption to Program operations.

Transition-In activities are compensated as part of the Transition-In deliverable and are not billed as separate services or hourly charges. Payment for Transition-In shall be made as a single lump-sum payment only after CPUC confirms cutover in writing. Monthly oversight billing shall not begin until cutover has occurred and is confirmed by CPUC.

CPUC may require the Contractor to re-perform any Transition-In activity if the documentation submitted is incomplete or does not demonstrate readiness.

### 2.6.2 Transition-In Plan (Task 1)

Within ten (10) business days of Agreement execution, the Contractor shall submit an initial Transition-In Plan documenting its approach to assuming oversight responsibilities. The Plan may be refined as transition discovery, knowledge transfer, and access activities progress, subject to CPUC review and approval. At a minimum, the Transition-In Plan shall include:

- A detailed onboarding and knowledge transfer schedule for the first sixty (60) days of the Agreement
- A contract-by-contract transition discovery approach, including identification of active oversight responsibilities and baseline contract information
- Identification of documents, information, repository access, and system access required from CPUC and/or the outgoing Contractor
- An inventory of known open deliverables, invoice review items, active risks, and pending oversight matters
- Initial staffing assignments for all Key Staff and support personnel
- A deliverables calendar identifying anticipated deliverables and key milestones during the first ninety (90) days
- Readiness activities and transition checkpoints supporting CPUC cutover approval

CPUC will review the Transition-In Plan and may approve it or return it with required revisions. If revisions are required, the Contractor shall update and resubmit the Plan within five (5) business days.

The Transition-In Plan is a required component of the Transition-In deliverable described in Section 2.6.1. It is not invoiced or paid separately. Transition-In is compensated as a single lump-sum payment only after CPUC confirms cutover in writing. No monthly oversight billing may begin until cutover is confirmed by CPUC.

Approval of the Transition-In Plan does not, by itself, authorize the Contractor to begin monthly oversight billing. Monthly oversight billing may begin only after CPUC provides written confirmation of cutover.

### 2.6.3 Monthly Staffing Report and Organization Chart (Task 2)

The Contractor shall provide a Monthly Staffing Report that identifies all personnel billing to this Agreement. The report must include the individual's name, role, assigned workstream, hours billed during the reporting month, and cumulative hours billed to date. The report shall also identify any planned changes to personnel assignments.

The report shall identify any personnel who stopped billing during the reporting month and whether their removal affects role coverage or Key Staff responsibilities. The Contractor is not required to provide personal or HR-related reasons for changes.

Along with the Monthly Staffing Report, the Contractor shall submit an updated Organization Chart that shows reporting structure, Key Staff assignments, and support personnel associated with each CA Connect Vendor Partner workstream. The Organization Chart must clearly distinguish Key Staff from other support personnel.

If staffing changes are proposed, the Contractor shall identify replacement personnel in advance and provide their resume and qualifications as required in Section 1.2.2. No Key Staff may be replaced without prior written approval from CPUC.

The Monthly Staffing Report and accompanying Organization Chart are due to CPUC no later than five business days after the end of each calendar month.

### 2.6.4 Oversight Methodology and Workplan (Task 3)

The Contractor shall submit a draft Oversight Methodology and Workplan within sixty (60) calendar days of Agreement execution and shall submit the final Oversight Methodology and Workplan within thirty (30) calendar days after cutover, unless otherwise approved in writing by CPUC.

The Oversight Methodology and Workplan shall describe, in sufficient detail, the Contractor's recurring oversight procedures, methodologies, documentation standards, and escalation practices for conducting oversight of Vendor Partners, validating deliverables, monitoring contract terms and performance, documenting findings, and escalating issues to CPUC. The Oversight Methodology shall describe oversight actions only and shall not establish procedures, workflows, or requirements for Vendor Partners. The Workplan shall be sufficiently detailed to support continuity of oversight activities in the event of staffing transitions or Contractor personnel changes.

The Workplan shall include, at a minimum, the following components:

1. Deliverable Oversight Procedures – A description of how the Contractor will review Vendor Partner deliverables and verify compliance with acceptance criteria and contractual requirements.
2. Performance Monitoring & Data Validation – Procedures for validating performance data, service level compliance, trend analysis, and documenting the results of oversight.
3. Escalation & Issue Management – Defined escalation triggers, communication pathways, and methods to track issues through resolution.

4. Documentation & Audit Traceability – How the Contractor will maintain all oversight notes, validation evidence, and issue logs in the CPUC-designated SharePoint repository.
5. Contract Term/Amendment & Monitoring – Procedures for tracking Vendor Partner service agreement terms, amendment windows, and expiration dates. The Contractor shall notify CPUC in writing no later than nine (9) months prior to any Vendor Partner service agreement expiration or amendment deadline. The Contractor shall account for applicable State contracting, amendment, review, and approval lead times when monitoring contract expiration and transition risks. If oversight activities indicate a risk of service disruption due to contract expiration, funding limitations, scope gaps, contract timelines, or other dependencies, the Contractor shall notify CPUC sufficiently in advance to support timely CPUC action.

The Workplan must describe how the Contractor will perform oversight, not how Vendor Partners will execute their work. The Workplan shall not include operational guidance, instructions, or process steps to Vendor Partners.

The Oversight Methodology and Workplan shall be updated upon CPUC request or when material Program, Vendor Partner, or contractual changes occur so that it remains current and usable for day-to-day oversight.

The Contractor shall not rely on the absence of explicit CPUC instruction as a basis for failing to document, flag, or escalate material oversight risks identified through reasonable professional review.

**2.6.5 Vendor Deliverable Review Package (Task 4)**

For each Vendor Partner deliverable submitted to CPUC, the Contractor shall produce a Deliverable Review Package. This package shall include the deliverable received, a review checklist showing the specific contract requirements evaluated, and a written summary of findings that clearly communicates the results of the Contractor's oversight review, including any material deficiencies, required clarification, or recommended revisions. The Contractor shall identify the specific contractual requirement associated with any material deficiency and describe the basis for its finding. The Contractor shall not modify, rewrite, or draft any portion of a Vendor Partner deliverable and shall not create deliverable content on behalf of a Vendor Partner.

The Contractor's oversight review and findings do not constitute CPUC acceptance, rejection, or approval of the Vendor Partner deliverable. CPUC retains sole authority to determine whether a deliverable is accepted or requires further action.

The Contractor shall return written comments to the Vendor Partner and update the Deliverable and Compliance Tracking Log (Section 2.6.6). The Deliverable Review Package must be submitted within five (5) business days of the Contractor receiving the Vendor deliverable. Upon completion of the Contractor's oversight review, the Deliverable Review Package shall be provided to CPUC. CPUC may request access to or review a Vendor Partner deliverable at any time, regardless of the status of the Contractor's oversight review.

Oversight comments shall be limited to material compliance, completeness, accuracy, or contractual alignment issues and shall not include stylistic preferences, non-substantive formatting feedback, or subjective commentary unrelated to acceptance criteria.

### 2.6.6 Deliverable and Compliance Tracking Log (Task 5)

The Contractor shall maintain a continuously updated tracking log that documents the lifecycle of each Vendor Partner deliverable. At a minimum, the log shall include the Vendor Partner name, deliverable name, due date, date received, the Contractor's oversight review status and summary of any material findings, the reason for the determination, the date comments were returned to the Vendor, the date of any resubmission, and the date of final acceptance by CPUC. The tracking log shall be updated within twenty-four (24) hours of any change to the status of a deliverable and serves as the authoritative deliverable compliance record for the Program.

The tracking log shall serve as the authoritative record for the Contractor's SLA performance associated with deliverable review timelines, including timestamps for receipt, review completion, and CPUC upload activities. The tracking log shall also document the number of review cycles for each deliverable, including initial submission and all resubmissions, and identify recurring deficiencies or patterns of non-compliance by Vendor Partner. This information shall be used to support trend analysis, escalation, and SLA performance reporting. For purposes of SLA measurement, trend analysis, and oversight reporting only, where discrepancies exist between the tracking log and other informal records (such as emails or working drafts), the Deliverable and Compliance Tracking Log maintained in the CPUC-designated system of record shall be used as the reference point, subject to CPUC correction or direction.

All entries in the tracking log must reflect documented evidence stored in the CPUC-designated system of record.

The Contractor shall not maintain a parallel or separate tracking log outside the CPUC-designated repository for any record relied upon for oversight, compliance, or SLA reporting.

In the event of conflicting dates, status information, or submission records across reports, dashboards, emails, or other documentation, the Deliverable and Compliance Tracking Log maintained in the CPUC-designated system of record shall serve as the primary reference for oversight tracking and SLA measurement.

CPUC retains the right to correct, override, or direct updates to the tracking log when discrepancies are identified. The Contractor shall update the log within two (2) business days of CPUC direction and document the basis for any correction.

### 2.6.7 Change Request and Budget Tracking Log (Task 6)

The Contractor shall maintain a centralized tracking log for all program-related change requests, budget transfer requests, and other formal requests requiring CPUC review or approval. The log shall capture, at a minimum, the requesting party, request type, date received, description of the request, associated contract or workstream, current status, dates of review milestones, and the date of CPUC determination or disposition.

The Contractor shall update the tracking log within one (1) business day of any change in status and shall use the log to identify aging items, recurring issues, or patterns requiring CPUC awareness or escalation. The tracking log shall serve as the authoritative record for oversight of change requests and budget-related requests and shall be maintained in the CPUC-designated system of record.

The Contractor shall not independently approve, deny, or implement change requests or budget transfer requests. All determinations remain with CPUC.

The Contractor shall explicitly flag to CPUC any change request, budget transfer, or approval item that remains open beyond CPUC-defined timeframes or exceeds thirty (30) calendar days without resolution, whichever occurs first. Each entry shall include a documented closure rationale or CPUC disposition once resolved, withdrawn, or denied.

Each entry in the Change Request and Budget Tracking Log shall identify the CPUC decision point, including approval, denial, deferral, or withdrawal status. The Contractor shall not record any change request or budget adjustment as “approved” unless CPUC has issued written authorization.

### 2.6.8 Contract Term and Transition Tracking (Task 7)

The Contractor shall maintain a centralized record of contract terms for all Vendor Partner service agreements within the California Connect program, including contract start dates, end dates, option periods, amendment status, and any notice or planning milestones relevant to contract renewal, extension, or transition.

The Contractor shall monitor upcoming contract expirations and key transition milestones and shall notify CPUC in advance of impending contract end dates to support proactive planning. At a minimum, the Contractor shall flag contracts approaching expiration at least twelve (12) months, six (6) months, and three (3) months prior to the contract end date, unless otherwise directed by CPUC.

The Contractor shall not negotiate, amend, extend, or commit CPUC to any contract action. All contract decisions remain with CPUC.

### 2.6.9 Service-Level Agreements (SLAs) (Task 8)

The Contractor shall perform oversight services in a timely and responsive manner to support CPUC decision-making and ongoing Program operations. The following service levels apply unless otherwise agreed to in writing by CPUC.

| Activity | Required Timeframe |
|---|---|
| Acknowledge CPUC request | 1 business day |
| Provide estimated completion date | 2 business days |
| Review Vendor Partner deliverables and return comments | 5 business days, or as agreed with CPUC for large/complex submissions |
| Complete invoice validation and provide summary | 5 calendar days |
| Update deliverable, issue, or risk tracking logs | Within 1 business day |
| Maintain required oversight tracking records in accordance with Exhibit D | As specified in Exhibit D |
| Weekly status reporting | Once per week |

SLA compliance requires timely completion of the required oversight activity and substantive completeness of the work performed. An SLA shall not be considered met if the oversight review, invoice validation, or deliverable assessment requires material rework due to omissions, inaccuracies, or failure to identify contract non-compliance that should reasonably have been identified during the initial review. Service Level measurement, reporting, monetary deductions, and performance retention are governed by Exhibit D – Service Level Metrics and Reporting Requirements.

**SLA Monitoring and Reporting**

The Contractor shall track SLA performance in the Deliverable and Compliance Tracking Log, including the date a request or deliverable was received, the required SLA due date, the actual completion date, and whether the SLA was met. All SLA measurements must be based on timestamps stored in the CPUC-designated system of record. SLA performance shall be reported to CPUC in the Monthly Oversight Report.

Large or complex deliverables may require a level-of-effort estimate and a review timeline agreed upon with CPUC.

**Failure to Meet Service Level Expectations**
Failure to meet one or more applicable Service Level Agreements (SLAs) may result in a Corrective Action Plan (CAP), withholding of deliverable acceptance, delay of payment associated with unaccepted deliverables, or other remedies provided under this Agreement and Exhibit D.

Monetary deductions for failure to meet applicable Service Level Agreements (SLAs) shall be assessed in accordance with Exhibit D – Service Level Metrics and Reporting Requirements. The monetary deductions identified in Exhibit D are separate from, and do not limit, CPUC's other contractual remedies available under this Agreement.

Patterns of SLA failures, repeated quality deficiencies, or inaccurate oversight reporting may constitute a material performance issue and may result in additional oversight actions, including CAPs, continued withholding of performance retention, required substitution of Key Staff or support personnel at no additional cost to CPUC, or other contractual remedies available under this Agreement.

Repeated failure to identify material deficiencies, contract non-compliance, or required documentation gaps during initial oversight review may be considered a performance deficiency of the Contractor, even if review timelines are technically met.

Deliverables are not considered complete until accepted by CPUC in writing.

**Escalation Triggers**
The Contractor shall elevate issues to CPUC, at a minimum, when one or more of the following occur:

- The same deliverable SLA is missed two or more times by a Vendor Partner within a rolling three-month period
- A deliverable requires three or more review cycles due to recurring deficiencies
- A pattern of incomplete, inconsistent, or non-responsive submissions is identified across reporting periods
- SLA timelines are technically met, but oversight findings identify substantive quality or compliance concerns

### 2.6.10 Monthly Oversight Report (Task 9)

By the tenth (10th) calendar day of each month, the Contractor shall submit a Monthly Oversight Report. This report shall summarize the Vendor Partner performance for the prior month and must include: a narrative assessment of the program’s overall health; the status of deliverables submitted and accepted; identification of performance issues, data gaps, or reporting discrepancies; corrective actions proposed or in progress (as documented by Vendor Partners or CPUC); and any decisions or actions required by CPUC.

The Monthly Oversight Report shall include contract-level reporting for each Vendor Partner service agreement, including status of key deliverables, invoice review status, performance metrics or service levels where applicable, active risks or issues, material changes since the prior reporting period, and any open CPUC decisions or actions requiring follow-up.

Vendor performance must be reported using clear status indicators (such as Green/Yellow/Red) with concise justification for the status assigned. All status assessments shall be based on documentation maintained in the CPUC-designated system of record and be traceable to the underlying source documentation.

The Monthly Oversight Report shall not direct Vendor Partner actions or contain operational instructions of any kind. The Contractor shall not include recommendations addressed to Vendor Partners. All recommendations, observations, and decision options must be addressed solely to CPUC.

The Monthly Oversight Report must be written in a factual, objective manner and may not include assumptions, undocumented interpretations, or operational guidance.

When the Monthly Oversight Report identifies issues requiring CPUC awareness, decision, or direction, the Contractor shall clearly label such items as “Decision Required,” summarize the decision needed, and track CPUC disposition in subsequent reports until resolved.

For each material issue, risk, or performance concern identified, the Contractor shall document the potential impact to Program operations, compliance, funding, or continuity, and identify whether CPUC action or decision is required.

### 2.6.11 Monthly Oversight Dashboard (Task 10)

The Contractor shall support CPUC by developing and maintaining a Monthly Oversight Dashboard that provides a consolidated, program-level view of overall California Connect health across all Vendor Partners. The purpose of the dashboard is to support CPUC oversight, prioritization, and decision-making by presenting validated performance trends, data integrity signals, and emerging risks that may affect program delivery, compliance, or continuity. The Contractor shall identify material changes, emerging trends, or notable variances from prior reporting periods and highlight such changes in an accompanying narrative summary for CPUC review.

Prior to finalizing the dashboard structure and initial set of metrics, the Contractor shall collaborate with CPUC to scope the dashboard by identifying the key oversight and decision questions the dashboard is intended to inform. Based on this scoping, the Contractor may recommend candidate metrics, trend views, validation checks, and analytical approaches for CPUC consideration. CPUC retains final authority over dashboard content, structure, interpretation, and use.

The dashboard shall synthesize outcome-focused metrics and trends derived from validated data and shall identify material inconsistencies, missing information, recurring performance issues, or cross-vendor misalignment relevant to oversight assessment of cross-contract performance status. The dashboard is not intended to function as a contractor workflow tracker, internal task log, approval routing tool, or operational management instrument.

All dashboard metrics must be documented, reproducible, and traceable to the CPUC-designated system of record. The dashboard shall not rely on unverified or unvalidated data supplied by Vendor Partners. Where data limitations, assumptions, or validation gaps exist, the Contractor shall clearly identify those limitations so CPUC may appropriately interpret the information.

The Monthly Oversight Dashboard shall present validated metrics and trends to support CPUC decision-making and shall not be used to assign fault, direct corrective action, or substitute for formal contract enforcement or vendor management processes.

The Monthly Oversight Dashboard shall be submitted with the Monthly Oversight Report as both a PDF (visual summary) and an editable Excel file with formulas intact.

Dashboard outputs are analytical and informational only and shall not be construed as formal determinations of compliance, acceptance, or enforcement action unless expressly designated as such by CPUC in writing. Any material changes to dashboard definitions, metrics, or calculation logic shall be documented and disclosed to CPUC prior to implementation.

The absence, delay, or incompleteness of data provided by a Vendor Partner does not relieve the Contractor of its obligation to identify the gap, document the deficiency, assess oversight impact, and report the issue to CPUC as part of the Monthly Oversight Dashboard and Monthly Oversight Report.

### 2.6.12 Risk and Issue Log (Contractual Risk Log) (Task 11)

The Contractor shall maintain a Risk and Issue Log that documents risks and issues that may affect Vendor Partner performance, compliance with contract requirements, continuity of services, or the fulfillment of obligations under this Agreement. This log is strictly limited to contractual or service-impacting risks. It is not a project-management RAID log and shall not be used to track operational tasks, internal project actions, or routine vendor workflow updates. The log shall not include Vendor Partner internal tasks, staffing issues, or operational risks unless they result in contractual or service-impacting implications.

The Contractual Risk Log shall include, at a minimum:

- Risks or issues that may create gaps in services delivered by Vendor Partners
- Instances of Vendor Partner non-performance, negative performance trends, or recurring deliverable deficiencies
- Compliance concerns related to contract terms, reporting requirements, or quality standards
- Risks that may impact CPUC's ability to administer or oversee Program operations, including transition or continuity-related risks
- Recommended mitigation steps supported by documented evidence.
- Risk and issue entries shall clearly identify whether the item requires CPUC awareness, monitoring, clarification, decision, or escalation based on the nature and potential impact of the issue.

The log shall not include operational risks belonging to Vendor Partners, routine project tasks, internal Contractor work planning, or workflow items that do not have a contractual or service-impacting component. Examples of excluded items include vendor scheduling tasks, staffing allocation notes, internal vendor ticket updates, or system development tasks unless they create a documented risk to contract performance.

The Contractor shall update the log within two (2) business days of identifying a new contractual risk or change in status and provide the log as part of the Monthly Oversight Report. CPUC will review entries and determine whether further action or Vendor Partner follow-up is required.

Identification of a risk or issue does not satisfy the Contractor's obligation unless the item is actively monitored, status is updated, and the issue is tracked until CPUC determines it is resolved or closed. The Contractor is expected to exercise independent professional judgment and shall not limit issue identification to items explicitly raised by CPUC or Vendor Partners.

The Contractor is responsible for ensuring that identified contractual risks are elevated to CPUC in accordance with escalation thresholds, regardless of whether similar concerns have been raised through other forums, meetings, or communications.

### 2.6.13 Invoice and Financial Validation Summary (Task 12)

Within five (5) business days of the Contractor's receipt of a Vendor Partner invoice in the Communications Division financial system (eCAP), the Contractor shall complete its invoice review and take the appropriate routing action in the system.

If the Contractor determines that the invoice package is complete and has satisfied the oversight review requirements described in this Agreement, the Contractor shall route the invoice to CPUC for review using the designated eCAP workflow.

If the Contractor identifies missing documentation, inconsistencies, calculation errors, or other deficiencies requiring correction or clarification, the Contractor shall return the invoice through the designated eCAP workflow and notify the Vendor Partner of the identified deficiencies.

Routing an invoice within the eCAP workflow, whether advancing it to CPUC or returning it to the Vendor Partner, is an administrative workflow function only and does not constitute approval, acceptance of work, authorization of payment, or a determination that the invoice complies with contractual requirements.

Only CPUC may approve or reject an invoice for payment.

If the invoice is returned for correction, the Contractor shall work directly with the Vendor Partner to obtain corrections or missing documentation. Invoices with errors, deficiencies, or missing support shall not be forwarded to CPUC. The Contractor shall not revise, prepare, or draft invoice content on behalf of a Vendor Partner.

In conducting financial and documentation validation, the Contractor shall perform an independent, evidence-based reasonableness review of all Program financial requests, reimbursement packets, equipment purchase requests, and related submissions. This review must confirm that requests are complete, internally consistent, aligned with Program requirements, and supported by verifiable documentation. The Contractor shall identify anomalies, outdated or inconsistent item details, irregular quantities, or requests that appear unsupported, unclear, or inconsistent with Program records or past purchasing patterns. The Contractor shall elevate such issues for clarification before forwarding any item to CPUC and shall not advance requests that require further explanation or verification. The Contractor shall not modify Vendor Partner documentation or engage in operational decision-making.

The Contractor shall prepare an Invoice and Financial Validation Summary documenting its review for each invoice routed to CPUC. The Summary shall confirm billing accuracy against contract rates or pricing sheets, identify the deliverables billed, verify supporting documentation, and identify any discrepancies resolved during the review process. The Summary shall reflect oversight findings only and shall not provide guidance or direction to Vendor Partners regarding how to prepare or structure future invoices.

For invoices related to equipment procurement, fulfillment, logistics, or warehouse activity, the Contractor shall not contact the equipment vendor directly. Instead, the Contractor shall request needed documentation from CPUC, and CPUC will obtain information from the appropriate equipment vendor.

If the Contractor identifies repeated billing errors, recurring deficiencies, or patterns of unsupported costs from a Vendor Partner or equipment vendor, the Contractor shall notify CPUC and document the pattern in the oversight tracking log.

### 2.6.14 CA Connect Advance Account Monthly Packet (Task 13)

The Contractor shall manage the CA Connect Advance Account and shall submit a Monthly Advance Account Voucher Packet. The voucher packet shall include the monthly bank statement, an itemized ledger of disbursements, copies of cleared check images (front and back) or other proof of payment, and a reconciliation showing the amount required to restore the account to the authorized balance. The Contractor shall not redact, alter, or modify bank statements, check images, or proofs of payment. The packet is due no later than the fifth (5th) business day of each month. Replenishment of the CA Connect Advance Account by CPUC is contingent upon CPUC accepting the voucher packet as complete.

### 2.6.15 Annual Equipment Inventory Audit Coordination (Task 18)

The Program requires an annual independent inventory audit of Program equipment held by the Vendor Partner(s) responsible for equipment inventory management and handling. The purpose of the audit is to verify physical existence of assets, match serial numbers and model to Program records, confirm recorded location, and reconcile transaction activity. Exception categories shall include, at a minimum: not found, found but not recorded, serial or model mismatch, duplicate serials, and unmatched transaction activity. The audit approach shall be consistent with standard third-party inventory audit practices, without prescribing a specific methodology or vendor. The Contractor shall not perform inventory counts or physical verification activities; these activities must be performed solely by the independent audit firm.

The Contractor shall support CPUC in developing, soliciting, evaluating, and administering the annual independent audit services agreement. Contractor attendance, audit coordination, onsite oversight presence, and related support activities associated with the annual inventory audit are included within the Contractor’s fully loaded rates under this Agreement and shall not be separately reimbursable. CPUC retains sole authority for vendor selection, agreement approval, and final contracting decisions related to the annual audit. The annual cost of the independent auditor’s contract, including audit activities and reporting, shall not exceed one-hundred thousand dollars ($100,000) per fiscal year from Program funds.

The Contractor shall perform the following:

- Develop the Statement of Work (SOW) and supporting solicitation documentation required for CPUC to procure the independent audit firm, including audit objectives, deliverables, sample methodology, and required documentation from Vendor Partner(s).

- Support CPUC in evaluating proposals and preparing written recommendations for the independent audit firm. The Contractor shall not notify an apparent successful bidder, authorize the commencement of work, execute or amend any agreement, or otherwise represent that a vendor has been selected without prior written authorization from CPUC.
- Support CPUC's agreement execution activities for the selected independent audit firm and administer coordination with the audit firm, including scheduling, information exchange, and oversight of audit activities consistent with this Agreement.
- The Contractor shall not authorize additional work, approve changes to the audit scope, schedule, cost, or level of effort, or direct the independent audit firm to perform work outside the executed agreement. Any proposed change shall be submitted to CPUC for review and written approval before implementation. If the Contractor directs or authorizes work outside the executed agreement without prior written CPUC approval, the Contractor shall be responsible for any resulting costs arising from such unauthorized direction. CPUC shall have no obligation to pay for unauthorized work or associated costs resulting from such direction.
- Collect, organize, and validate inventory data and supporting documentation requested by the audit firm.
- Develop, coordinate, and maintain a CPUC-approved audit schedule identifying key milestones, site visit dates, inventory availability, data request deadlines, and report due dates. Prior to submitting the recommended audit schedule to CPUC for approval, the Contractor shall coordinate with the independent audit firm and the applicable Vendor Partner(s) to confirm resource availability, operational constraints, and a mutually agreed-upon audit schedule and estimated duration of onsite audit activities. The Contractor shall proactively manage scheduling activities and promptly elevate unresolved scheduling conflicts or proposed changes to CPUC. The Contractor shall not implement material revisions to the approved audit schedule without prior written CPUC approval.
- Coordinate all communication and information exchange between the independent audit firm, Vendor Partner(s), and CPUC throughout the audit.
- Provide onsite Contractor oversight during audit activities to support coordination, issue resolution, and audit administration. Travel associated with annual audit oversight is included within the Contractor's pricing under this Agreement and shall not be billed separately or reimbursed as an additional cost.
- Ensure all audit deliverables, exception listings, and reports are stored in the CPUC-designated repository.

After the audit report is issued, the Contractor shall:

- log each audit finding
- monitor remediation activities documented by Vendor Partner(s)
- verify that the Vendor Partner has reconciled inventory records and documented corrective actions associated with audit findings prior to recommending closure of the findings to CPUC
- escalate overdue or unaddressed findings to CPUC through the Monthly Oversight Report

The annual audit is considered complete when CPUC accepts the audit report and verifies that audit findings have been addressed.

### 2.6.16 Transition-Out and Closeout Package (Task 20)

The Contractor shall support Transition-Out beginning no less than six (6) months prior to the Contract End Date, unless directed otherwise by CPUC. Throughout the Transition-Out period, the Contractor shall maintain all oversight documentation, logs, and transition materials in a current state so they are ready for transfer at any time. The Contractor shall not provide operational transition services or develop transition procedures for Vendor Partners; Transition-Out activities are limited to oversight documentation and contract-required materials.

No later than thirty (30) calendar days before the Contract End Date (or an earlier date if directed by CPUC), the Contractor shall submit a Transition-Out and Closeout Package. The package must include:

- Final Deliverable and Compliance Tracking Log
- Final Invoice Validation Log
- Final Risk and Issue Log, including all escalation history and resolution status
- A complete inventory of oversight documentation stored in the CPUC-designated SharePoint repository
- A summary of open items, known risks, and follow-up actions required after contract end
- A certification that all documentation has been transferred and is accessible to CPUC and the successor Contractor

The Contractor shall update the Closeout Package throughout Transition-Out, not solely at the end of the Contract. The Closeout Package is a component of the Transition-Out deliverable and is required for final payment.

### 2.6.17 Deliverable Submission Schedule

The Contractor shall submit the deliverables listed below according to the timelines defined in this Agreement. This schedule identifies formal deliverables only and is not intended to be an exhaustive list of all Contractor performance obligations. The Contractor remains responsible for complying with all service level metrics, response timelines, meeting support obligations, tracking maintenance requirements, reporting obligations, validation timelines, and other contractual duties defined elsewhere in this Agreement, including Exhibit D. In the event of conflict, the more stringent requirement applies unless CPUC directs otherwise in writing.

All deliverables must be submitted through the CPUC-designated system of record unless otherwise directed by CPUC. Unanticipated Tasks must remain within the scope of independent oversight and may not include operational tasks or deliverables intended for Vendor Partners.

| Deliverable | Description | Quantity | Due Date/Frequency |
|---|---|---|---|
| Transition-In Activities and Documentation | All Transition-In activities through cutover | 1 | Completed no later than three (3) months from the effective date of the Agreement, unless otherwise approved in writing by CPUC; compensated after CPUC confirms cutover |
| Kickoff Meeting Notes | Written summary of kickoff meeting decisions, action items, dependencies, and next steps | 1 | Due within five (5) business days after the Kickoff Meeting |
| Transition-In Plan | Detailed plan describing onboarding, information needs, staffing, and 90-day deliverables calendar | One (revisions as required) | Due within 10 business days of the effective date of the Agreement |
| Oversight Methodology and Workplan | Description of oversight approach, procedures, and workflows used by the Contractor | One Draft and One Final (revisions as required) | Draft due within 60 calendar days of the effective date of the Agreement; final due within 30 days after cutover |
| Deliverable and Compliance Tracking Log | Continuously updated log tracking all deliverables | 12 per year | Updated within 24 hours of any status change; provided monthly |
| Contract Term and Transition Tracking | Log tracking contract terms, expirations, and transition milestones | 12 per year | Maintained on an ongoing basis; reported monthly |

| | | | |
|---|---|---|---|
| Change Request and Budget Tracking Log | Log tracking change requests, budget transfers, and dispositions | 12 per year | Updated within 1 business day of any status change; reported monthly |
| Risk and Issue Log (Contractual Risk Log) | Log of contractual or service-impacting risks/issues | 12 per year | Updated within 2 business days of identification and included in the Monthly Oversight Report |
| Service-Level Agreement Tracking | Required SLA performance tracking and documentation | 12 per year | Maintained on an ongoing basis; reported monthly in the Oversight Report |
| Transition-Out Plan | Current written plan describing turnover approach, knowledge transfer, staffing continuity, and closeout activities | 1 (maintained throughout contract) | Initial version due within 90 calendar days of contract start; maintained continuously and updated upon material changes |
| Monthly Staffing Report and Organization Chart | Monthly roster of all personnel billing to the contract and updated org chart | 12 per year | Due within 5 business days after month-end |
| Vendor Deliverable Review Package | Annotated review, validation checklist, and oversight recommendation regarding readiness for CPUC review | One per Vendor Partner deliverable submitted | Due within 5 business days of Vendor Partner submission |
| Invoice and Financial Validation Summary | Written summary of invoice validation and documentation review | One per complete invoice package received | Within 5 business days of receipt of a complete invoice package |

| | | | |
|---|---|---|---|
| CA Connect Advance Account Monthly Packet | Monthly bank statement, ledger, cleared checks, reconciliation | 12 per year | Due no later than the 5th business day of each month |
| Monthly Oversight Report | Summary of Vendor Partner oversight status, performance, risks, and items requiring CPUC awareness or action | 12 per year | Due by the 10th calendar day of each month |
| Monthly Oversight Dashboard | Visual dashboard and Excel metrics file | 12 per year | Submitted monthly with Monthly Oversight Report |
| Required Meeting Materials and Briefing Support | Agendas, discussion materials, pre-read documents, action item summaries, and other materials required for CPUC-directed oversight meetings | One per CPUC-directed meeting | Due as required by meeting cadence; no less than 3 business days before scheduled meetings unless otherwise directed by CPUC |
| Quarterly Executive Meeting Briefing Packet | Executive-level briefing materials, status summaries, risks, decisions needed, and supporting discussion materials for required quarterly executive oversight meetings | 4 per year | Due no less than 3 business days before each scheduled quarterly executive meeting |
| Annual Equipment Inventory Audit Coordination | SOW development, solicitation development and administration for the annual third-party inventory audit, audit data assembly, coordination with the selected audit firm, oversight of audit activities, and findings tracking | 1 per year | Due annually based on CPUC schedule |
| Unanticipated Task Deliverables | Deliverables for CPUC-directed tasks | One per CPUC-directed task | As defined by CPUC in writing |
| Transition-Out and Closeout Package | Final logs, documentation inventory, risk summary, and closeout package | 1 | Due 30 calendar days before contract end |

| | | | |
|---|---|---|---|
| | | | date or earlier if directed |

### 2.7 CPUC-Directed Unanticipated Tasks (Labor-Only Tasks) (Task 19)

From time to time, CPUC may assign tasks related to Program oversight, analysis, coordination, documentation, or modernization that are not specifically defined elsewhere in this Scope of Work but are necessary to support the Program. Unanticipated Tasks must remain within the scope of independent oversight and shall not include operational tasks, program delivery activities, or work that directs or supplements Vendor Partner operations.

All Unanticipated Tasks must be specifically authorized in writing by CPUC through a Work Authorization (WA) approved by the CPUC Contract Representative, or other written authorization expressly permitted under this Agreement before work begins. The Contractor shall not independently define, initiate, assign, expand, or bill Unanticipated Tasks without prior written CPUC authorization. Verbal discussions, informal emails, recurring coordination activities, or Contractor recommendations do not constitute authorization to perform or bill Unanticipated Tasks work.

Unanticipated Tasks shall remain within the Contractor’s independent oversight and advisory role and shall not create responsibility for operational execution, Vendor Partner management, program management or operational project management functions, deliverable ownership assigned to Vendor Partners, or activities otherwise outside the scope of this Agreement unless formally amended.

Invoices for Unanticipated Tasks must reference the applicable CPUC-approved Work Authorization identifier and include sufficient documentation showing the billed labor categories, hours worked, work performed, and alignment with the authorized scope and approved level of effort.

Unanticipated Tasks shall be performed only as authorized by CPUC through an approved Work Authorization. The level of effort shall not exceed the amount authorized under this Agreement and applicable contract requirements. Unanticipated Tasks are not guaranteed, create no minimum work commitment by CPUC, are billable only for work specifically authorized in writing by CPUC and performed, and do not carry over from one contract year to the next.

Work under this section shall not begin until:

1. CPUC defines the task in writing
2. CPUC approves the written scope, proposed labor categories or personnel classifications, estimated level of effort, and applicable Work Authorization in advance

Level-of-effort estimates must be reasonable and reflect efficient use of resources.

Unanticipated Tasks shall be authorized using the CPUC Work Authorization template included as Exhibit I, unless CPUC approves an equivalent written authorization format.

Unused hours do not roll over to future years and are not billable unless work is performed.

This section is separate and distinct from the CA Connect Advance Account (Exhibit C). Unanticipated Tasks under this section are labor-only oversight assignments performed by Contractor personnel. Advance Account expenditures, including Category D, are reserved for separately authorized Program expenses and may not be used to duplicate or substitute for labor billed under this section. Unanticipated Tasks hours do not authorize additional operational capacity, expanded staffing beyond the staffing limitations or work that would impair Contractor independence.

Unanticipated Tasks Hours do not authorize reimbursable expenses, additional fees, increases to contract value, or the use of Advance Account Category D. Unanticipated Tasks are labor-only unless CPUC separately authorizes reimbursable expenses in writing under Exhibit C.

### 2.8 Transition-Out

The Contractor shall fully support an orderly Transition-Out of services to CPUC or to a successor Contractor at the end of this Agreement. Transition-Out is included in the scope of this Agreement and shall not be billed as separate services or hourly charges. Transition-Out deliverables and payment are governed by Section 2.6.16.

Transition-Out activities shall begin no less than six (6) months prior to the end of the Agreement, unless otherwise directed by CPUC. During Transition-Out, the Contractor shall continue providing all oversight services required by this Agreement at the same level of quality, responsiveness, and frequency. The Contractor shall ensure continuity of oversight services regardless of internal personnel changes.

The Contractor shall maintain a Transition-Out Plan throughout the Agreement so that it is always current and ready for execution. The Transition-Out Plan is a required component of the Transition-Out deliverable and is not separately billable.

Transition-Out includes structured knowledge transfer and training sufficient to ensure CPUC and any successor Contractor can assume oversight without disruption. At minimum, the Contractor shall:

1. Provide walkthroughs of all active issues, oversight processes, open Vendor Partner deliverables, and cross-contract dependencies.
2. Transfer all working papers, oversight logs, dashboards, templates, workflow documentation, operating procedures, work instructions, invoice validation artifacts, escalation records, Contractor-developed tools, and other oversight

documentation developed under this Agreement. All such materials shall be transferred in fully editable, non-proprietary formats.

3. Provide written procedures for recurring oversight activities, including invoice validation, deliverable tracking, escalation/resolution steps, and reporting processes. Procedures shall describe oversight actions only and shall not include operational instructions for Vendor Partners.
4. Conduct multiple live training sessions with CPUC and, if designated, the successor Contractor. Training shall continue as reasonably necessary until CPUC confirms knowledge transfer is complete.
5. Record all training sessions (or provide written handoff documentation) so CPUC has a retrievable reference.

All logs, dashboards, and tracking artifacts provided during Transition-Out must be current as of the transfer date and organized so that CPUC or a successor Contractor can immediately determine status, ownership, and next steps without material additional clarification.

All materials shall be uploaded to the CPUC-designated SharePoint repository. The Contractor shall not withhold or delay turnover of any documents, tools, or data for any reason, and shall not condition Transition-Out activities on additional fees or payments. The Contractor shall not remove, disable, or restrict access to any tools, files, or work products developed under this Agreement.

Transition-Out is complete only when CPUC confirms that all required documentation has been transferred, knowledge transfer and training have occurred, and oversight responsibilities can be assumed without disruption. Any lump-sum payment for Transition-Out shall be made only upon CPUC acceptance of the Transition-Out deliverables defined in Section 2.6.16.

The Contractor shall provide reasonable post-transition clarification regarding materials transferred during Transition-Out, if requested by CPUC within thirty (30) calendar days after contract completion. Such clarification shall be limited to interpretation of transferred oversight documentation and shall not require the Contractor to perform new oversight activities or operational services.

### 2.9 Work Product Ownership, Record Retention, and Audit Rights

All work products, oversight deliverables, reports, dashboards, analyses, tracking logs, meeting materials, documentation, correspondence, templates, and other materials created, developed, maintained, or delivered by the Contractor in connection with this Agreement shall be the property of CPUC.

The Contractor may retain copies of records solely as necessary to perform services under this Agreement, comply with legal obligations, or support authorized audit activities, provided such retention complies with applicable confidentiality, privacy, and security requirements.

The Contractor shall maintain all records related to this Agreement in accordance with applicable State record retention requirements, contract requirements, and CPUC direction. Records include, but are not limited to:

- oversight documentation
- deliverable review comments and validation records
- invoice validation documentation
- CA Connect Advance Account records and supporting financial documentation
- audit coordination documentation
- meeting materials and meeting notes
- dashboards, reports, logs, and supporting analysis
- correspondence materially related to oversight activities or CPUC decision support

No final record, deliverable, or supporting documentation materially relied upon for oversight conclusions, recommendations, SLA measurement, invoice validation, audit coordination, or CPUC decision support may be stored exclusively in Contractor-controlled systems.

CPUC, the Department of General Services (DGS), the California State Auditor, and other authorized governmental oversight entities shall have the right to examine, inspect, audit, copy, and obtain records related to this Agreement in accordance with applicable law.

The Contractor shall provide requested records promptly upon CPUC request and shall cooperate fully with audits, reviews, inspections, investigations, or compliance examinations related to this Agreement.

Upon contract expiration, termination, or CPUC request, the Contractor shall transfer all required records and final work products to CPUC in the format and manner directed by CPUC and shall certify in writing that all required records materially relied upon for oversight activities have been transferred to the CPUC-designated system of record.

The Contractor shall not destroy, delete, or dispose of records related to this Agreement except in accordance with applicable record retention requirements and CPUC authorization.

### 3. CPUC RESPONSIBILITIES

CPUC will provide the Contractor with access to program documentation, contract materials, deliverables submitted by Vendor Partners, and access to the CPUC-designated SharePoint repository used for collaboration and record retention. CPUC will review deliverables submitted by the Contractor and will provide written acceptance, conditional acceptance with required revisions, or written feedback. A deliverable is not considered approved or accepted unless CPUC issues written acceptance. CPUC retains sole authority for program decisions, deliverable acceptance, invoice approval, and direction to Vendor Partners.

CPUC will provide timely clarification, decisions, and direction necessary for the Contractor to perform oversight, and will issue any required instructions to Vendor Partners when oversight findings indicate that action or correction is needed. CPUC will also ensure that any system access, documentation, or information required for oversight is provided in a timely manner.

CPUC will identify a Contract Representative and Contract Administrator as described in Section 1.7 and will serve as the primary point of contact for all program decisions and Vendor Partner direction.

## 4. CONTRACTOR-FURNISHED RESOURCES AND EXPENSES LIMITATION

The Contractor is responsible for providing all staff, equipment, software, tools, and other resources necessary to perform the services under this Agreement. Hourly rates are fully loaded and include all labor, overhead, administration, indirect costs, subscriptions, telecommunications, and remote work technology necessary to perform the work. No additional fees, surcharges, or administrative add-ons may be billed to CPUC.

Travel costs for Contractor personnel are included in the fully loaded hourly rates and are not separately reimbursable unless CPUC expressly authorizes an exception in writing for a specific event, and any such exception must comply with State travel rules and rates.

The CPUC is not required to provide workspace, computers, access badges, or other equipment to the Contractor or its personnel. Access to CPUC systems is limited to the CPUC-designated SharePoint repository and any additional system that CPUC explicitly authorizes in writing.

The Contractor is responsible for the costs of recruiting, onboarding, and training its personnel. Such costs are not billable to CPUC and shall not interrupt or delay Contract performance.

## EXHIBIT B – BUDGET DETAIL AND PAYMENT PROVISIONS

1. <u>Invoicing and Payment</u>

A. **Invoice Submission**

Invoices must be submitted using the CPUC's Electronic Claim and Application Portal (eCAP). Instructions can be found by visiting: https://ecap.cpuc.ca.gov/s/login/. Further questions may be directed to the CPUC Contract Manager for this Agreement.

B. **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 J, 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).

C. **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.

**4. Compensation Structure**

Compensation under this Agreement shall be based solely on the Contractor's fully loaded hourly rates. The Contractor shall bill CPUC only for actual hours worked. The fully loaded hourly rate includes all direct and indirect costs associated with performing the work, including but not limited to staff labor, overhead, general and administrative costs, profit, travel, equipment, supplies, telecommunications, remote work technology, insurance, and all other expenses necessary to perform the work under this Agreement. No additional fees, surcharges, add-ons, or administrative charges may be billed. No fixed monthly fee, retainer, or minimum payment may be charged. The Contractor shall not bill for idle time, internal supervision, or internal administrative activities. The Contractor shall only bill for hours that directly contribute to the oversight responsibilities and deliverables described in Exhibit A.

**5. Maximum Amount Payable**

The total amount payable under this Agreement shall not exceed the dollar amount listed on the STD 213.

This amount includes all oversight labor, Transition-In and Transition-Out fixed-price deliverables, and all other costs payable to the Contractor under this Agreement. No additional fees, pass-through charges, or reimbursable expenses may be billed except as expressly permitted by this Agreement.

The Contractor shall not perform work or incur costs that will cause the total expenditure to exceed this amount. No payment shall be made for work performed in excess of this amount. The Contractor shall not proceed with additional work or incur additional cost unless CPUC provides prior written authorization through a formally executed amendment. Verbal authorization, emails, or direction from Vendor Partners do not authorize additional work or increase the maximum payable amount. The Contractor assumes all financial risk for work performed without an executed amendment.

**6. Monthly Invoicing Requirements**

The Contractor shall submit invoices to CPUC on a monthly basis, in arrears. Each invoice shall identify the name of each staff member charging time, the number of hours worked during the billing period, the hourly rate for each staff member, and the oversight tasks, deliverables, or workstreams associated with the billed hours. The invoice shall clearly distinguish between regular oversight hours, Unanticipated Task hours authorized under Section B.7, and any fixed-price amounts for Transition-In or Transition-Out when those milestones have been accepted by CPUC in writing.

Each invoice shall be accompanied by an invoice validation summary. The Contractor shall also attach monthly timesheet detail for every individual who billed during the period, showing daily hour entries and the corresponding oversight activity or workstream. Summary-only billing without underlying timesheet detail will not be accepted.

With every monthly invoice, the Contractor shall submit the Monthly Staffing Report and the current Organization Chart required by Exhibit A, Section 2.6.3. The Monthly Staffing Report must list each billed individual, their role and assigned workstream, the hours billed for the month, and cumulative hours billed to date. The Organization Chart must clearly show Key Staff and support personnel aligned to CA Connect workstreams. If staffing changes are proposed, the invoice package shall identify the proposed change and include the qualifications required under Section 1.2.2; no Key Staff substitutions are effective without prior written CPUC approval.

If Unanticipated tasks hours are billed, the invoice must include the CPUC written authorization for those hours and a brief description tying the billed work on the approved unanticipated tasks scope.

If a fixed-price amount for Transition-In (Exhibit A, Section 2.6.2) or Transition-Out (Exhibit A, Section 2.6.16) is billed, the invoice shall identify the milestone, the delivery date, and the date of CPUC written acceptance.

Amounts related to the CA Connect Advance Account are invoiced and reconciled separately in accordance with Exhibit A, Section 2.6.14, and shall not be included in the Contractor's monthly professional services invoice.

CPUC shall not be invoiced for, and will not pay for, time spent on internal Contractor management, supervision, staff training, general administration, or activities that do not materially contribute to the contract oversight deliverables. The Contractor shall not bill for time spent correcting errors, omissions, or deficiencies in its own work. Invoices that do not include the required attachments or that do not clearly support the billed amounts may be returned to the Contractor as incomplete and will not be processed for payment until corrected.

7. **Retention**

Progress payments will be made monthly, in arrears, based on work performed. Ten percent (10%) retention shall be withheld from each monthly invoice for billable oversight labor only. Retention shall not be applied to:

- Transition-In lump-sum payment

- Transition-Out lump-sum payment
- Reimbursements processed through the CA Connect Advance Account

For the initial thirty-six (36) months of the Agreement, the amount billed each month for oversight labor shall reflect one-thirty-sixth (1/36) of the total not-to-exceed contract amount allocated to oversight labor. The amount paid shall reflect the billed amount minus the withheld retention, plus or minus any approved incentives or penalties. If actual oversight labor performed in a given month is less than the target allocation, the Contractor may bill only for actual hours worked; any unbilled amount is not automatically payable and must correspond to actual work performed in a subsequent month. The Contractor shall not accelerate billing, reclassify labor categories, or alter monthly allocations to circumvent retention requirements.

Retention may be released annually at the end of each contract year (June 30), upon submission of a separate retention invoice from the Contractor, provided that the deliverables and oversight activities scheduled for that contract year have been completed and accepted by CPUC. Release of retention does not constitute final acceptance of the Contractor’s work. Annual retention release is discretionary and contingent on CPUC-confirmed acceptance of all deliverables due within that year.

Any remaining retention held by CPUC at the end of the Agreement will be released only after:

1. All required deliverables have been submitted and accepted by CPUC
2. Transition-Out has been completed and accepted by CPUC
3. The CA Connect Advance Account has been fully reconciled, and any unused funds and accrued interest have been returned to CPUC

Retention shall not be released until CPUC verifies full compliance with all contractual requirements. CPUC retains sole discretion to determine whether the conditions required to release retention have been met.

**8. Transition-In and Transition-Out Payments**

Transition-In and Transition-Out are compensated as fixed-price deliverables. These amounts shall be invoiced only after CPUC has confirmed in writing that all Transition-In or Transition-Out activities and deliverables have been satisfactorily completed. These deliverables shall not be subject to hourly billing, nor shall retention be withheld from Transition-In or Transition-Out payments. Partial billing, progress billing, or prorated billing for Transition-In or Transition-Out is not permitted. Only CPUC-accepted completion triggers payment.

**9. Advance Account (CA Connect Advance Account)**

The Advance Account described in Exhibit A Section 2.4.4 governs the process for reimbursement of allowable expenses. Funds placed in the CA Connect Advance

Account are State funds and shall not be used for Contractor labor, Contractor travel, or to subsidize Contractor operations. The Contractor shall not co-mingle Advance Account funds with any other Contractor funds or use the account to float internal cash-flow needs. The Contractor shall submit monthly packet documentation demonstrating account activity and shall restore the CA Connect Advance Account to the established balance upon CPUC reimbursement. Upon expiration or termination of the Agreement, the Contractor shall return the full balance, including any accrued interest, to CPUC. Failure to return all Advance Account funds and accrued interest shall delay retention release and may result in offset against any amounts otherwise payable.

**10. CPUC-Directed Unanticipated Tasks (Labor-Only Tasks)**

At CPUC's discretion, the Contractor may be directed to perform CPUC-Directed Unanticipated Tasks consistent with Exhibit A, Section 2.7. Unanticipated Tasks shall be authorized in writing by CPUC through a Work Authorization using the template included as Exhibit I, unless CPUC approves an equivalent written authorization format.

The total amount authorized for Unanticipated Tasks shall not exceed ten percent (10%) of the total Agreement value or $250,000, whichever is less, over the term of the Agreement. Only actual hours worked and specifically authorized by CPUC may be billed.

Unanticipated Tasks are not guaranteed and create no minimum work commitment by CPUC. All Unanticipated Tasks are subject to the requirements, limitations, and authorization procedures established in Exhibit A, Section 2.7, CPUC-Directed Unanticipated Tasks (Labor-Only Tasks).

**11. Travel and Other Reimbursable Costs**

Contractor staff travel, lodging, meals, mileage, parking, or incidental expenses shall not be reimbursed by CPUC. Contractor travel costs are included in the fully loaded hourly rate. Travel associated with Advisory Committee members, accessibility accommodations, or equipment logistics may be reimbursed only through the CA Connect Advance Account described in Exhibit A Section 2.4.4. The Contractor shall not invoice CPUC directly for any travel expenses, nor may the Contractor classify personnel travel as an Advance Account expense. All reimbursable travel must comply with applicable State travel rules and limitations.

**12. Payment Terms**

CPUC will pay approved invoices in arrears in accordance with Government Code Section 927 (Prompt Payment Act). Payment shall be made within forty-five (45) calendar days of CPUC's receipt of a correct and complete invoice. The Contractor shall not charge interest, penalties, or late fees. Invoices returned to the Contractor for correction do not constitute CPUC receipt for purpose of the forty-five (45) day timeframe.

**13. Allowable Costs and Billing Restrictions**

CPUC will only pay for oversight work, deliverables, and approved unanticipated tasks hours authorized under this Agreement. CPUC will not pay for internal Contractor meetings, personnel onboarding or training, general administrative tasks, or any time that does not materially support contract oversight deliverables. Time spent on internal supervision, corporate reviews, or activities unrelated to the scope of oversight is not billable. All billed hours must directly correspond to tasks identified in Exhibit A or Unanticipated Tasks approved under Section B.10.

**EXHIBIT C – ADVANCE FUND – CA CONNECT-STATE PAID COST CATEGORIES**

**1. Purpose of Advance Account**

The purpose of the CA Connect Advance Account is to ensure timely payment of certain reimbursable program expenses that cannot be delayed until completion of the monthly invoice cycle. The Advance Account functions as a pass-through mechanism for State funds and shall be used exclusively for allowable CA Connect program expenses. No portion of the Advance Account represents payment to the Contractor, nor is it compensation for services.

All funds deposited into the Advance Account are State funds at all times, including any interest or earnings. Interest and earnings shall remain in the account and be returned to CPUC at the end of the Agreement.

**2. Account Establishment and Initial Deposit**

Upon execution of the Agreement, the Contractor shall submit an invoice to CPUC for the initial deposit required to open the account. The initial deposit shall not exceed twenty-five percent (25%) of the total approved Advance Account amount. The Contractor shall not be required to front funds to establish the account.

Upon payment of the initial deposit by CPUC, the Contractor shall open a separate bank account titled:

"California Public Utilities Commission – CA Connect Advance Account"

The account must allow disbursements by check and debit card and shall not be co-mingled with any other Contractor funds.

Once the account is established, CPUC will authorize additional invoicing until the account reaches the full Advance Account amount approved under this Agreement.

**3. Use of Funds (Allowable Categories)**

Advance Account funds may only be used for allowable reimbursable program expenses incurred on behalf of CPUC and directly supporting the CA Connect Program. CPUC establishes the annual amounts available for each category as follows:

- Advisory Committee Travel and Meeting Expenses (Category A): $100,000 per fiscal year
- Program Education, Communication, and Awareness Expenses (Category B): $350,000 per fiscal year
- Accessibility Accommodations for Non-Contractor Personnel (Category C): $50,000 per fiscal year
- Unanticipated Tasks (Category D): $500,000 per fiscal year

Allowable expenses include the following categories:

A. Advisory Committee Travel and Meeting Expenses
   Expenses incurred to support participation by TADDAC and EPAC committee members in public meetings, including travel, lodging, meals under State travel rules, facility deposits, meeting room audio-visual setup, and related logistics.

B. Program Education, Communication, and Awareness Expenses
   Costs incurred to support consumer education, stakeholder engagement, and public awareness of California Connect program services. This includes expenses related to the development, production, distribution, and dissemination of consumer-facing program information and educational materials. Allowable costs may include, but are not limited to, printing and distribution of public meeting materials, consumer-facing documents, outreach materials, equipment or material shipping associated with education and engagement activities, conference or event registration fees related to program education, and travel expenses necessary to conduct or support program education, outreach, or public engagement activities.

C. Accessibility Accommodations for Non-Contractor Personnel
   Costs necessary to support accessibility at public meetings or program interactions, including CART captioning, ASL or language interpreter services, or other reasonable accommodations. Contractor personnel accommodations are not eligible.

D. Unanticipated Tasks
   Costs incurred for CPUC-directed, one-time tasks that support the CA Connect Program. These tasks may include unexpected, emerging, or time-sensitive Program needs. Category (d) will operate in the same manner as the other Advance Account categories within the established CA Connect Advance Account structure. All expenditures require prior written CPUC approval. (This category covers reimbursable Program expenses and does not replace or supplement the labor-only Unanticipated Task Hours described in Exhibit A, Section 2.7)

These categories are intended to describe the types of allowable expenditures and do not constitute an exhaustive list. CPUC may authorize additional expenditures that directly support Program activities and are not operational activities of the Contractor. Any such authorization must be provided in writing by CPUC.

**4. Prohibited Uses of Advance Account Funds**

Advance Account funds shall not be used for:

- Contractor labor, salaries, fringe benefits, overtime, or bonuses
- Contractor travel, lodging, meals, per diem, or transportation
- Contractor administrative costs or indirect costs
- Payments to Contractor subcontractors performing oversight services
- Consultant expenses unrelated to reimbursable Program activities
- Equipment purchases that require a separate Purchase Order or contract
- Any activity that constitutes Contractor overhead, internal operations, or general business expenses

Use of Advance Account funds for any Contractor-related expense is strictly prohibited.

**5. Monthly Reconciliation and Voucher Packet Requirements**

On a monthly basis, the Contractor shall submit a voucher packet to CPUC that includes:

1. The monthly bank statement showing account balance and activity
2. An itemized listing of each disbursement
3. Supporting documentation for each disbursement sufficient to demonstrate the allowability, accuracy, payee, and purpose of the expense.
4. For check payments, a copy of the front and back of the cashed check
5. A reconciliation showing the amount required to restore the account to the authorized balance

If documentation is incomplete, CPUC may request additional materials, but CPUC may, in its discretion, restore the account balance for allowable and adequately supported expenditures to prevent program disruption. CPUC may withhold reimbursement for any transaction that is unsupported, unclear, disputed, or appears not allowable until the Contractor provides sufficient supplemental documentation, correction, or reversal in a subsequent voucher cycle.

**6. Reimbursement and Restoration Process**

After CPUC approves the monthly voucher packet, CPUC will reimburse the Contractor for allowable expenditures so that the account is restored to the approved Advance Account amount.

At no time may the account balance fall below the initial deposit amount without written notification to CPUC. If the account balance falls below the required level, the Contractor shall notify CPUC within two (2) business days and identify the cause of the shortfall. For purposes of this Exhibit, the “required level” means the initial deposit amount or any other minimum operating balance threshold directed by CPUC in writing.

The Contractor shall not delay submission of voucher packets for the purpose of managing cash flow.

**7. Account Closeout and Return of Funds**
At the end of the Agreement, or at CPUC direction, the Contractor shall return all unused funds and all interest or earnings to CPUC. Final retention will not be released until:

- All Advance Account funds have been reconciled
- All unused balances and interest have been returned
- CPUC confirms all documentation and supporting records are received and accepted
- All outstanding discrepancies or unresolved voucher items are fully corrected

CPUC may deduct unreturned funds from retention or any other payments owed.

Returned Advance Account funds, including any accrued interest, shall be remitted to the California Public Utilities Commission Accounting Office – Cashiering Unit, or to such other location or method as CPUC may designate in writing.

**8. Loss, Fraud, or Misuse of Funds**
Any suspected or actual loss, fraud, or misuse of State funds shall be reported to CPUC within one (1) business day. The Contractor shall immediately secure the account to prevent further loss and shall provide CPUC with all documentation requested to support investigation or remediation. CPUC reserves the right to require corrective action or to suspend account activity.

**9. Records Retention**
The Contractor shall retain all Advance Account documentation, including receipts, check images, travel claims, and bank records, for seven (7) years after final payment or until all audit findings are resolved, whichever is later.

Records shall be maintained in a manner that permits timely inspection by CPUC, the State Auditor, the Department of Finance, or other authorized oversight entities.

## EXHIBIT D – SERVICE LEVEL METRICS AND REPORTING REQUIREMENTS

### 1. Purpose

This Exhibit defines the minimum service level expectations applicable to the Contractor's performance under this Agreement. These Service Level Agreements (SLAs) establish the measurable timeframes for key oversight functions and are intended to ensure timely, accurate, and consistent support for CPUC program operations.

The Contractor shall report performance information necessary to evaluate compliance with these SLAs in the Monthly Oversight Report. Compliance with each Service Level shall be evaluated using the measurement method identified in the applicable Service Level and the supporting documentation maintained in the CPUC-designated system of record. CPUC shall determine whether any applicable monetary deductions, performance retention actions, or other contractual remedies apply.

SLA performance shall be measured in a manner consistent with the Contractor's oversight role and the application of reasonable professional judgment and materiality. SLA expectations are intended to support timely, accurate, and effective oversight and shall not be interpreted to require unnecessary review cycles or delay CPUC visibility over immaterial issues that do not affect contractual compliance, payment accuracy, accessibility, or informed CPUC decision-making.

The Service Levels established in this Exhibit apply only to the Contractor's performance under this Agreement and do not establish or modify the contractual performance requirements of any CA Connect Vendor Partner. Oversight of Vendor Partner performance remains advisory in nature, and all decisions regarding Vendor Partner compliance, contractual enforcement, deliverable acceptance, payment approval, and other contractual remedies remain the sole responsibility of CPUC.

### 2. Measurement and Compliance

For purposes of service level measurement under this Agreement, a submission, invoice package, deliverable, or other triggering event received in the applicable CPUC-designated system of record during normal business hours (8:00 a.m. to 5:00 p.m. Pacific Time, excluding State holidays) shall be deemed received on that Business Day. Items received outside normal business hours shall be deemed received on the next Business Day.

Unless otherwise expressly stated, service level timelines begin upon receipt of a complete submission. Incomplete submissions do not start the applicable service level clock until all required documentation has been received.

The Contractor shall document the receipt, status, and completion of each activity subject to a Service Level Agreement in the CPUC-designated system of record. SLA compliance shall be determined using the timestamps and supporting documentation maintained in the CPUC-designated system of record. Contractor-maintained records that are not reflected in the CPUC-designated system of record shall not be used as the basis for demonstrating SLA compliance unless otherwise accepted by CPUC in writing.

All SLAs are measured on a rolling monthly basis using timestamps and documentation contained in the CPUC-designated SharePoint repository or other CPUC-approved system of record.

Failure to meet an SLA requires the Contractor to prepare a written Corrective Action Plan (CAP) that identifies the root cause, remediation steps, responsible staff, and completion timeline.

Submission of a Corrective Action Plan does not excuse continued non-compliance, suspend service level obligations, or constitute CPUC acceptance of deficient performance.

Each missed Service Level identified in the Service Level Matrix shall constitute a separate incident for purposes of determining the applicable contractual remedies.

CPUC may withhold acceptance of deliverables or invoices related to the missed SLA until the CAP is implemented and verified.

Where specified in the Service Level Matrix, failure to meet the applicable Service Level Agreement (SLA), as determined by the measurement method identified for that SLA, may result in the monetary deduction identified in the Service Level Matrix. Each missed SLA constitutes a separate incident. The total monetary deductions assessed during a reporting period shall not exceed ten percent (10%) of the Contractor's monthly invoice for that reporting period. Monetary deductions are intended to address objectively measurable failures to satisfy the required Service Levels and are separate from the performance retention provisions in Section D.6. Monetary deductions do not limit CPUC's right to require corrective action, reject deliverables, withhold invoice acceptance, terminate the Agreement for default, or exercise any other contractual remedy available under this Agreement or applicable law.

Failure to identify material inconsistencies, missing data, unsupported assumptions, or traceability gaps during oversight review or validation shall be considered a Contractor performance deficiency, regardless of whether the underlying data originated from a Vendor Partner or another source. An SLA shall not be considered met if the Contractor’s work product is timely but fails to identify material deficiencies, contract non-compliance, or documentation gaps that should reasonably have been identified during oversight review.

### 3. Service Level Matrix

| Category | Requirement/Target | Measurement Method | Reporting Frequency | Consequence for Non-Compliance |
|---|---|---|---|---|
| Transition Plans | Submit the Transition-In Plan within ten (10) business days of the effective date of the Agreement and maintain a current Transition-Out Plan throughout the contract term. | Document upload timestamp in the CPUC-designated system of record. | As required | CAP may be required; repeated or material non-compliance may result in continued withholding of performance retention under Section D.6. |
| Oversight Methodology and Workplan | Submit the draft Oversight Methodology and Workplan within sixty (60) calendar days of Agreement execution and the final version within thirty (30) calendar days after CPUC-approved cutover, unless otherwise approved in writing by CPUC. | Completion: Timestamp of upload to the CPUC-designated system of record. | As required | CAP may be required; repeated or material non-compliance may result in continued withholding of performance retention under Section D.6. |
| Deliverable and Compliance Tracking Log Maintenance | Update deliverable and compliance tracking records within one (1) business day of any Vendor Partner deliverable submission, review status change, CPUC disposition, acceptance determination, or other material deliverable milestone. | Entry or update timestamp in the CPUC-designated Deliverable and Compliance Tracking Log. | Ongoing | $100 per incident. CAP may be required; repeated or material non-compliance may result in continued withholding of performance retention under Section D.6. |
| Change Request and Budget | Document new Program change requests, budget transfer requests, and status changes | Entry or update timestamp in the CPUC-designated | Ongoing | $100 per incident. CAP may be required; repeated or material non-compliance may result in |

| | | | | |
|---|---|---|---|---|
| Tracking Log Maintenance | within one (1) business day after documented receipt from CPUC or change in status. | Change Request and Budget Tracking Log. | | continued withholding of performance retention under Section D.6. |
| Contract Term and Transition Monitoring | Update contract term, amendment, and transition tracking records within five (5) business days after identification of a new amendment, notice requirement, risk, or upcoming contract milestone. | Entry or update timestamp in the CPUC-designated contract term and transition tracking record. | Ongoing | $100 per incident. CAP may be required; repeated or material non-compliance may result in continued withholding of performance retention under Section D.6. |
| Risk and Issue Log Maintenance | Document new contractual risks or issues and update status changes within two (2) business days of identification or change in status. | Entry or update timestamp in the CPUC-designated Risk and Issue Log. | Ongoing | $100 per incident. CAP may be required; repeated or material non-compliance may result in continued withholding of performance retention under Section D.6. |
| Monthly Staffing Report and Organization Chart | Submit the Monthly Staffing Report and updated organization chart within five (5) business days following month-end, reflecting all personnel assigned to the Agreement, staffing changes, labor categories, and organizational reporting relationships. | Completion: Timestamp of upload to the CPUC-designated system of record. | Monthly | $250 per incident. CAP may be required; repeated or material non-compliance may result in continued withholding of performance retention under Section D.6. |
| Deliverable Review | Review Vendor Partner deliverables within five (5) business days after documented receipt of the submission through the designated intake mechanism, unless CPUC | Start time: Timestamp of Vendor Partner submission to the CPUC-approved | Monthly | $250 per incident. CAP may be required; repeated or material non-compliance may result in continued withholding of performance retention under Section D.6. CPUC may defer |

| | | | | |
|---|---|---|---|---|
| | approves an alternate timeline in writing for specifically identified unusually large or complex submissions. | Contractor intake platform.<br><br>Completion: Timestamp of Contractor upload of review determination and status entry to the CPUC-designated system of record. | | substantive review pending completion of required oversight validation. |
| Invoice Validation | Complete invoice validation and submit an Invoice and Financial Validation Summary within five (5) business days after the invoice is received in the CPUC financial system (eCAP) with required supporting documentation. | Start time: eCAP system receipt timestamp.<br><br>Completion: Timestamp of validation summary upload and, where applicable, designated workflow action in eCAP consistent with CPUC-approved access permissions. | Monthly | $500 per incident. CAP may be required; repeated or material non-compliance may result in continued withholding of performance retention under Section D.6. Affected invoice processing may be delayed until required oversight validation is completed. |
| CA Connect Advance Account Voucher Packet | Submit the complete monthly CA Connect Advance Account voucher packet no later than the fifth (5th) business day following month-end and provide oversight | Start time: End of calendar month<br><br>Submission: Timestamp of | Monthly | $500 per incident. CAP may be required; repeated or material non-compliance may result in continued withholding of |

| | | | | |
|---|---|---|---|---|
| Preparation and Review | validation summary/recommendations within five (5) business days after complete packet upload. | complete voucher packet upload<br><br>Completion: Timestamp of validation summary submission | | performance retention under Section D.6. |
| Dashboard and Report Updates | Update and submit required dashboards and reports within five (5) business days following month-end, using validated and traceable data from the CPUC-designated system of record or CPUC-approved reporting environment. | Completion: Timestamp of dashboard and report upload to the CPUC-designated system of record or CPUC-approved reporting environment. | Monthly | $250 per incident. CAP may be required; repeated or material non-compliance may result in continued withholding of performance retention under Section D.6. |
| Monthly Oversight Report | Submit the Monthly Oversight Report no later than the tenth (10th) calendar day of each month, covering the prior month's Vendor Partner performance, program health, deliverable status, risks, issues, performance concerns, and CPUC decisions or actions required, consistent with Section 2.6.10. | Completion: Timestamp of upload to the CPUC-designated system of record. | Monthly | $500 per incident. CAP may be required; repeated or material non-compliance may result in continued withholding of performance retention under Section D.6. |
| Meeting Deliverables | Provide required meeting materials, agendas, and briefing updates at least three (3) business days prior to each | Timestamp of upload to the CPUC-designated system of record or | Per meeting | $250 per incident. CAP may be required; repeated or material non-compliance may result in continued withholding of |

| | | | | |
|---|---|---|---|---|
| | required CPUC or Executive meeting, unless otherwise directed in writing by CPUC. | documented CPUC receipt timestamp. | | performance retention under Section D.6. |
| Quarterly Executive Meeting Packet | Submit the Quarterly Executive Meeting briefing packet at least three (3) business days prior to the scheduled quarterly meeting, unless otherwise directed in writing by CPUC. | CPUC receipt timestamp in the CPUC-designated system of record. | Quarterly | $500 per incident. CAP may be required; repeated or material non-compliance may result in continued withholding of performance retention under Section D.6. |
| Annual Equipment Inventory Audit Coordination | Submit required audit planning documentation, coordination deliverables, and audit support activities according to the CPUC-approved annual audit schedule, including timely support for audit preparation, scheduling, data assembly, onsite coordination, and audit findings tracking. | Timestamp of required deliverable uploads, documented milestone completion, and audit coordination records in the CPUC-designated system of record. | Annually / As required | $500 per incident. CAP may be required; repeated or material non-compliance may result in continued withholding of performance retention under Section D.6. |

Each metric in the Service Level Matrix represents a discrete, measurable performance benchmark for the Contractor and forms the minimum acceptable level of service required under this Agreement. Repeated or material failure to meet these performance benchmarks may result in corrective action, continued withholding of performance retention under Section D.6, or other contractual remedies available to CPUC.

**4. Continuous Improvement**
CPUC and the Contractor may, by mutual agreement, modify or refine SLA targets to reflect program changes or modernization needs. Any modification must be documented in writing and must be approved by CPUC prior to implementation.

**5. Use of Corrective Action Plans**
CAPs shall be uploaded to the CPUC-designated SharePoint within five (5) business days of CPUC notice. Each CAP must identify the specific SLA missed, the corrective steps to be taken, responsible personnel, and the date by which compliance will be restored. CPUC may close a CAP only after confirming completion and verifying sustained compliance for two consecutive reporting periods.

**6. Contractor Performance**
The Contractor's performance under this Agreement shall be evaluated based on the quality, accuracy, completeness, clarity, timeliness, usefulness, responsiveness, and professional judgment demonstrated in performing the oversight services required by this Agreement. Oversight reviews, financial validations, dashboards, analyses, recommendations, and other work products shall be materially accurate, evidence-based, timely, and sufficiently complete to support CPUC decision-making without substantial rework caused by Contractor omissions, unsupported conclusions, or repeated failure to identify issues that should reasonably have been identified through required oversight activities.

CPUC shall withhold ten percent (10%) of the Contractor's monthly oversight service payments as performance retention. Performance retention is intended to evaluate the Contractor's overall performance and is separate from any monetary deductions assessed for missed Service Levels under Section D.2 and the Service Level Matrix.

CPUC may continue to withhold retained amounts if the Contractor demonstrates material deficiencies in oversight work products, failure to maintain required staffing, repeated failure to exercise appropriate professional judgment, repeated failure to identify material contractual, financial, or compliance issues, or other material performance failures until corrective action is completed to CPUC's satisfaction.

**7. Failure to Maintain Acceptable Performance**
Repeated SLA failures, failure to implement Corrective Action Plans (CAPs), repeated delivery of materially deficient oversight work products, failure to maintain required

staffing, repeated failure to identify material deficiencies, contract non-compliance, or documentation gaps during required oversight reviews, or patterns of non-responsiveness may constitute a material breach of this Agreement and may affect retention release, optional contract extensions, future contract eligibility, or other contractual remedies available to CPUC.

Repeated failure to identify material deficiencies, contract non-compliance, or documentation gaps during initial oversight review may constitute a performance deficiency, even if SLA timelines are technically met.

Sustained performance that consistently meets only the minimum SLA thresholds without demonstrable quality improvement, effective issue identification, or the exercise of appropriate professional judgment may be considered during retention release and overall performance evaluations.

Continued material non-performance may result in continued withholding or forfeiture of retained amounts, in whole or in part, at CPUC's discretion, and may also result in other contractual remedies available under this Agreement, including requiring a Corrective Action Plan (CAP), replacement of Key Staff, withholding of deliverable acceptance, or termination for default, as appropriate.

## EXHIBIT E – DELIVERABLE ACCEPTANCE CRITERIA

### 1. Acceptance Determination

CPUC shall determine whether any deliverable submitted under this Agreement is accepted, conditionally accepted pending revisions, or rejected. A deliverable shall not be considered complete or payable until CPUC issues written acceptance to the Contractor.

### 2. Quality and Completeness Requirements

To be accepted, each deliverable must be complete, accurate, usable, and compliant with the requirements specified in Exhibit A (Scope of Work). Deliverables shall reflect professional standards of quality, include appropriate supporting documentation, and be provided in the approved format and repository designated by CPUC. Deliverables must be internally quality checked by the Contractor prior to submission.

### 3. Correction of Deficient Deliverables

If CPUC determines that a deliverable is incomplete, inaccurate, or does not meet contractual requirements, CPUC shall notify the Contractor in writing of the deficiencies. The Contractor shall correct the deliverable at no additional cost to CPUC and resubmit the deliverable within the timeframe specified by CPUC.

### 4. Revisions Not Billable

Time spent correcting any deliverable that is rejected or requires revision to meet contractual requirements shall not be billed separately and shall be included in the Contractor’s compensation for that deliverable. Corrective revisions shall not reduce future SLA obligations.

### 5. No Implied Acceptance

Silence, failure to respond, or processing of an invoice by CPUC does not constitute acceptance of a deliverable. Acceptance must be expressly confirmed in writing by CPUC.

### 6. Retention and Final Acceptance

Deliverable acceptance does not remove or reduce the retention requirements described in Exhibit B. Final payment of retention shall only occur after all deliverables under the Agreement, including Transition-Out deliverables, have been accepted by CPUC, and after all required documentation has been transferred.

## EXHIBIT F – KEY STAFF COMMITMENT AND SUBSTITUTION REQUIREMENTS

### 1. Key Staff Designation

The individuals identified as Key Staff in Exhibit A are essential to the performance of this Agreement. The Contractor commits that the named Key Staff will be assigned for the duration of the Agreement unless their replacement is approved in advance by CPUC. Key Staff assignments shall not be nominal; each Key Staff member must actively perform the duties associated with their designated role.

### 1.1. Role Integrity

Each Key Staff member shall materially perform the core responsibilities associated with their designated role. The Contractor shall not materially reassign Key Staff responsibilities to non-Key Staff personnel on an ongoing basis without CPUC approval, even if the named Key Staff individual remains assigned to the Agreement. Any sustained redistribution of core role responsibilities shall be treated as a Key Staff substitution subject to CPUC approval.

### 2. Replacement of Key Staff

Key Staff shall not be removed, reassigned, or substituted without prior written approval from CPUC. If the Contractor requests to replace a Key Staff member, the Contractor shall submit a replacement request that includes:

(a) the proposed effective date of the change,
(b) a justification for the replacement (e.g., availability or staffing changes), and
(c) the résumé and qualifications of the proposed replacement demonstrating equal or greater experience and expertise.

Personal or confidential employee information shall not be submitted to CPUC.

### 3. CPUC Right to Reject Proposed Replacement

CPUC may reject a proposed replacement Key Staff member if CPUC determines, based on the requirements of this Agreement, that the individual does not meet the required qualifications or experience. The Contractor shall continue to provide services without disruption during any transition. The Contractor shall provide qualified interim coverage until CPUC approves a permanent replacement.

### 4. Continuity of Operations

The Contractor is responsible for ensuring continuity of services and shall incur all costs associated with onboarding, transitioning, or training replacement personnel. CPUC will not compensate the Contractor for time spent training new Key Staff. Continuity of oversight services must be maintained regardless of personnel turnover.

### 5. Contractor-Initiated Staff Turnover

In the event of unexpected departure, resignation, or inability of a Key Staff member to perform work under this Agreement, the Contractor shall notify CPUC in writing within three (3) business days and provide an interim coverage plan until a replacement is approved. The interim coverage plan must identify qualified personnel and demonstrate how contractual obligations will continue to be met.

**6. Failure to Maintain Key Staff**

Failure to maintain qualified Key Staff as required under this Exhibit constitutes non-performance of a material Contract requirement and may result in corrective action, including but not limited to withholding payment, invoking retention, or requiring corrective action under the provisions of this Agreement. Repeated failures to maintain qualified Key Staff may result in CPUC requiring substitution of Contractor personnel at no additional cost or pursuing additional contractual remedies.

**7. Temporary Coverage and Continuity for Key Staff Absences**

For purposes of this Agreement, “temporary absence” means a continuous absence of thirty (30) calendar days or less due to vacation, illness, family leave, or other short-term unavailability.

During a temporary absence, the Contractor may provide coverage using qualified personnel already approved by CPUC for work under this Agreement and counted within the maximum staffing cap of this Agreement. Temporary coverage does not constitute a Key Staff substitution and does not require prior CPUC approval, provided that:

- The Key Staff member remains designated as responsible for the role, and
- The coverage does not materially change the oversight approach, authority, or accountability assigned to that role.

Any absence exceeding thirty (30) consecutive calendar days, or repeated temporary absences that materially impair continuity of the assigned Key Staff role, shall be treated as a Key Staff substitution and requires prior written CPUC approval under this Exhibit.

This provision does not require the Contractor to maintain unpaid standby staff, reserve personnel outside the approved staffing cap, or exceed the maximum number of authorized staff.

## EXHIBIT G – CONTRACTOR'S INVOICE FORMAT (EXAMPLE)

All invoices shall be submitted electronically via: https://ecap.cpuc.ca.gov/s/

INVOICE
Invoice Period (Month/Year): ______________________________
Contractor's Name: ______________________________
Contract Number: ______________________________
Contractor's Address: ______________________________
City/State/Zip: ______________________________
Contractor Contact Name: ______________________________
Telephone Number: ______________________________
Email Address: ______________________________
Federal Tax ID#: ______________________________

| Staff Name | Role/Workstream | Hours Worked | Hourly Rate | Amount Billed |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| Subtotal – Oversight Labor | | | $__________.____ | |
| Subtotal – Unanticipated Tasks Hours (if authorized) | | | | $______________ |
| Subtotal – Fixed Deliverables (if applicable) | | | | $______________ |

Subtotal Before Deductions: $______________________________
Less: Service Level Monetary Deductions (Exhibit D) $______________________
Net Amount Subject to Retention $______________________________
Less: 10% Performance Retention $______________________________
Total Payable This Invoice (Amount Due): $______________________________
Cumulative Contract Retention Held to Date: $______________________________

Certification:
I certify that the hours billed reflect work performed in accordance with the Agreement and that no hours have been billed for internal administration or activities not permitted under the Agreement.
Contractor Signature: ______________________________
Printed Name / Title: ______________________________
Date: ______________________________

Required Monthly Attachments:

1. Monthly Staffing Report (Key Staff + support personnel assigned)
2. Invoice Validation Summary
3. Deliverable and Compliance Tracking Log update

4. Risk/Issue Log update (if applicable)
5. Service Level Assessment Summary (identifying any SLA failures and corresponding monetary deductions assessed under Exhibit D, if applicable)

CPUC may deduct amounts from the invoice for missed Service Level Agreements (SLAs) in accordance with Exhibit D – Service Level Metrics and Reporting Requirements. Any deductions applied shall be identified on the invoice or accompanying payment documentation.

## EXHIBIT H – CA CONNECT ADVANCE ACCOUNT INVOICE FORMAT (EXAMPLE)

All reimbursement requests shall be submitted electronically via:
https://ecap.cpuc.ca.gov/s/

ADVANCE ACCOUNT REIMBURSEMENT REQUEST
Invoice Period (Month/Year): ______________________________
Contractor Name: ______________________________
Contract Number: ______________________________
Contractor Address: ______________________________
City/State/Zip: ______________________________
Contractor Contact Name: ______________________________
Telephone Number: ______________________________
Email Address: ______________________________
Federal Tax ID Number: ______________________________

Summary of Disbursements by Authorized Category

| Expense Category | Description of Expense | Payee | Check or Debit Card Transaction ID | Amount |
|---|---|---|---|---|
| Category A Advisory Committee Travel & Meeting Costs | | | | $ |
| Category B Consumer Education, Communication & Awareness | | | | $ |
| Category C Accommodations for Non-Contractor Personnel | | | | $ |
| Category D Unanticipated Tasks | | | | $ |

Total Authorized Expenditures this Period: $______________________
Advance Account Balance Before Reimbursement: $______________________
Reimbursement Amount Requested (to restore balance): $______________________

Certification:
All expenses listed above are allowable under the Agreement, paid from the CA Connect

Advance Account, and supported by attached documentation. Payment shall be issued in accordance with the State Prompt Payment Act (Gov. Code § 927 et seq.).

Contractor Signature: ______________________________________________
Printed Name / Title: __________________________________________
Date: _____________________________________________________

Required Supporting Documentation:

- Monthly bank statement for the CA Connect Advance Account (showing all activity)
- Copies of receipts, invoices, travel claims or supporting documentation
- For check payments: copy of *cashed check image (front and back)*

## EXHIBIT I – CA CONNECT UNANTICIPATED TASK WORK AUTHORIZATION (EXAMPLE)

Work Authorization Number: ______________________________________________
Date Issued: ______________________________________________________
Agreement Number: _________________________________________________
Contractor: ______________________________________________________
Requested By: ____________________________________________________
Requested Completion Date: _____________________________________________

**PURPOSE**

This Work Authorization authorizes the Contractor to perform CPUC-directed work that is within the scope of the Agreement but is not otherwise included within recurring Contract deliverables.

**REASON FOR WORK AUTHORIZATION**

☐ Emergent Oversight Need
☐ Regulatory Request
☐ Executive Direction
☐ Audit Support
☐ Vendor Partner Transition
☐ Procurement Support
☐ Special Analysis Requested by CPUC
☐ Other: __________________

**BACKGROUND**

Provide a brief description of the circumstances requiring the work.

**SCOPE OF WORK**

Describe the work to be performed.

**DELIVERABLES**

| Deliverable | Due Date |
|---|---|
| | |
| | |
| | |

**LABOR AUTHORIZATION**

| Labor Classification | Estimated Hours |
|---|---|
| **Program Oversight Director** | |
| **Financial Oversight Lead** | |
| **Reporting & Data Validation Lead** | |
| **Support Personnel** | |

Estimated Total Hours:

**NOT-TO-EXCEED AMOUNT**

| Description | Amount |
|---|---|
| **Authorized Labor Cost** | |
| **Not-to-Exceed Amount** | |

**SPECIAL INSTRUCTIONS**

**APPROVALS**

Contract Representative
Name: ______________________________________________
Signature: __________________________________________
Date: ______________________________________________

Contractor
Program Oversight Director
Name: ______________________________________________
Signature: __________________________________________
Date: ______________________________________________

This Work Authorization is issued pursuant to Section 2.7, CPUC-Directed Unanticipated Tasks (Labor-Only Tasks), of the Agreement. It authorizes the Contractor to perform the work specifically described herein. This Work Authorization does not amend the Agreement, modify the Contract amount, alter the Scope of Work, or extend the Contract term unless expressly authorized through a formal contract amendment.

## EXHIBIT J – 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/OLS/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 the State's Contract Manager listed in the Scope of Work.

## EXHIBIT K – 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 the 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. The Contractor shall submit any proposed subcontracts to the Contract Manager for its prior written approval before entering into the same. No work shall be subcontracted without the prior approval of the Contract Manager. Upon termination of any subcontract, the State shall be notified immediately.

If the terminated subcontractor is a DVBE, the contractor must replace the subcontractor within the same participation category with a similar DVBE contractor, 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. Contractor shall permit the State to audit the Contractor to verify compliance with DVBE regulations.

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

**4. Relationship with Contractor and Subcontractor**
The Contractor shall be responsible for all actions of subcontractors and all payment to subcontractors. Failure of a subcontractor to perform for any reason shall not relieve Contractor of the responsibility for competent and timely performance of duties under this contract. Commission staff will not communicate with subcontractors except through Contractor’s Contract Manager.
All requests for changes of work within this subcontract shall be in writing between the Contract Manager for Commission and the Contract Manager for Contractor.

**5. Commission Staff**
Commission staff will be permitted to work side by side with the 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.
The Contractor will not be permitted to use State personnel for the performance of services which are the responsibility of the Contractor.

**6. Commencement of Work**
Performance will not start 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 the Contractor’s bid price and the actual cost of performing work by another contractor.

**7. Ownership of Data**
Data developed for this contract shall become the property of the State. The 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 Paragraph 7.

## 8. Confidentiality and Data Safeguards

DEFINITIONS:

A. 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."
B. 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.
C. 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.
D. Security Incident means any actual or suspected unauthorized access, destruction, loss, theft, use, modification, or disclosure of State Data.

DATA PRIVACY AND CONFIDENTIALITY

A. 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.
B. 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:

1. The nature of the Security Incident;
2. The State Data improperly accessed, used, or disclosed;
3. The individual records improperly accessed, used, or disclosed if Confidential Information or Personal Information is involved;
4. The person(s) who improperly accessed, used, disclosed or received State Data;
5. What Contractor has done or will do to quarantine and remediate the Security Incident; and
6. What corrective action(s) Contractor has taken or will take to prevent future Security Incidents.

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

D. 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.

   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:

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.

**9. 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.

**10. Termination-Bankruptcy**
In the event proceedings in bankruptcy are commenced against the Contractor, it is adjudged bankrupt, or a receiver is appointed and qualifies, the State may terminate this agreement by giving five (5) days' notice in writing to the Contractor.

**11. 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.

**12. 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.

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

**14. Gratuities**

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

B. In the event this contract is terminated, 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 the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

**15. Conflict of Interest**

Contractor agrees to refrain from entering into any relationship which could result in a conflict of interest in the performance of this Agreement; and to notify the Commission's 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.

**16. Complete Agreement**

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

**17. Captions**

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

**18. Force Majeure**

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

**19. 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. The 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.

**20. 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.

**21. 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.

22. Insurance Requirements

A. <u>Workers' Compensation and Employers Liability</u>

i. 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. <u>Commercial General Liability</u>

i. By signing this Agreement, the Contractor shall maintain general liability on an occurrence form with limits not less than $1,000,000 per occurrence and $2,000,000 aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against which claim is made, or suit is brought subject to the Contractor's limit of liability.

C. Auto Liability

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

D. Professional Liability

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

E. General Provisions Applying All Policies

1. Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance is set to expire during the term of the contract, a new certificate must be received by the day the new policy goes into effect. Any new insurance must still comply with the original terms of the contract.

2. Policy Cancellation or Termination & Notice of Non-Renewal – Contractor and/or Permittee is responsible to notify the State within five business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event Contractor and/or Permittee fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.

3. Deductible – Contractor and/or Permittee is responsible for any deductible or self-insured retention contained within their insurance program.

4. Primary Clause – Commercial General Liability insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.

5. Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor and/or Permittee is self-insured for a portion or all of its insurance, review of financial information may be required.

6. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

7. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor and/or Permittee's obligations under the contract.

8. Available Coverages/Limits - All coverage and limits available to the contractor shall also be available and applicable to the State subject to the types of insurance and coverage limits listed above.

9. Subcontractors - In the case of Contractor and/or Permittee's utilization of subcontractors to complete the contracted scope of work, contractor and/or Permittee shall include all subcontractors as insured under Contractor and/or Permittee's insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor and/or Permittee.

F. The certificate of insurance must include the following provisions:
The California Public Utilities Commission must be listed as the "Certificate Holder" and list the following:

State of California
California Public Utilities Commission
Administrative Services Division, Management Services Branch
505 Van Ness Avenue
San Francisco, CA 94102

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

**23. 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 on 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).)

**24. 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.

**25. 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 of $5,000 in total contract value, a copy of any negative evaluations will be sent to the Department of General Services, Office of Legal Services.

**26. 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.

**27. Résumés, Job Descriptions and Duty Statements**

The Contractor must provide and maintain résumés, duty statements and/or job descriptions for all staff paid through this Agreement.

**28. 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.

## EXHIBIT L – CPUC PRIVACY POLICY & INFORMATION SECURITY

### 1. CPUC Privacy Policy

1) Protecting the privacy of customer personal information (PI) is of utmost importance to the CPUC. As the custodian of PI on behalf of the CPUC, Contractor shall adhere to the CPUC Privacy Policy and the following data privacy provisions, as well as any future provisions added during the term of the contract.

2) Contractor understands that personal information (PI) is broadly defined as: "Any information that is maintained by the agency that identifies or describes an individual, including, but not limited to, his or her name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It includes statements made by or attributed to, the individual." (IPA, Civil Code Section § 1798.3.)

3) Contractor shall comply with California law and CPUC policies and regulations related to data privacy and information security, as defined by:

1. CPUC Privacy Policy (Privacy Policy may be viewed at: https://www.cpuc.ca.gov/about-cpuc/privacy-policy)
2. Article 1, Section 1, of the Constitution of the State of California
3. Information Practices Act of 1977 (IPA), Civil Code § 1798 et seq.)
4. State Administrative Manual (SAM Sections 5300 et seq.)
5. California Public Records Act (Government Code Sections § 6250-6265)
6. State Records Management Act (Government Code Sections § 14740-14770)
7. Comprehensive Computer Data Access and Fraud Act (Penal Code Section § 502)
8. Technology Letters and other guidance provided by the Department of Technology and Information Security Office (ISO)

4) Data privacy compliance considerations include, but are not limited to:

a) Rules and Controls Limiting Access
b) Posting of Privacy Policy Notices
c) Employee Training
d) Signed Acknowledgements
e) Written Agreements with Third Parties
f) Review and Reduction of Personal Information Holdings
g) Methods of Personal Information Collection
h) Responding to Customer Privacy Inquiries
i) Audit and Breach Response
j) Computer and Network Infrastructure Security
k) Application Design and Code Integrity Review
l) Information Security (See Information Security section)

## 2. CPUC INFORMATION SECURITY

1) Contractor shall comply, at a minimum, with the following information security provisions, as required by State Administrative Manual (SAM) Section 5305.8 for agreements with non-state entities in the development, use, or maintenance of information systems, products, solutions, or services. Applicable information security requirements related to each of these provisions are detailed in SAM Sections 5300 et seq.

2) Contractor shall apply appropriate levels of security (confidentiality, integrity, and availability) for the data based on data categorization and classification and FIPS Publication 199 protection levels.

3) Contractor shall adhere to state required standards for transmission and storage of the data, including encryption and destruction, if applicable. The encryption software must meet the level of standards set by the National Institute of Standards and Technology (NIST), Federal Information Processing Standards (FIPS) Publication 140-2, Security Requirements for Cryptographic Modules.

4) Contractor warrants and certifies that in the performance of this contract, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California and agrees to indemnify the State against any loss, cost, damage or liability by reason of Contractor's violation of this provision, including but not limited to information handling and confidentiality requirements outlined in the California Information Practices Act (Civil Code Sections § 1798 et seq.).

5) Contractor shall sign an information security and confidentiality agreement provided by the CPUC and attest that its employees, agents, and associates involved in the performance of this contract are bound by terms of a confidentiality agreement with contractor similar in nature.

6) Contractor shall properly secure and maintain any computer systems (hardware and software applications) that it will use in the performance of this contract. This includes ensuring all security patches, upgrades, and anti-virus updates are applied as appropriate to secure data that may be used, transmitted, or stored on such systems in the performance of this contract.

7) Contractor shall immediately notify the CPUC when it discovers there may have been a breach in security which has or may have resulted in a compromise to confidential data or CPUC assets. For purposes of this section, immediately is defined as within two hours of discovery. The CPUC contact for such notification shall be provided to the Contractor following the award.

8) The CPUC (data owner) shall have the right to participate in the investigation of a security incident involving its data or conduct its own independent investigation, and Contractor (data custodian) shall cooperate fully in such investigations.

9) Contractor shall be responsible for all costs incurred by the CPUC due to security incident resulting from the Contractor's failure to perform or negligent acts of its personnel, and resulting in an unauthorized disclosure, release, access, review, or destruction, or loss, theft, or misuse of an information asset. If Contractor experiences a loss or breach of data, Contractor shall immediately report the loss or breach to the data owner. If the CPUC determines that notice to the individuals whose data has been lost or breached is appropriate, Contractor will bear any, and all costs associated with the notice, or any mitigation selected by the CPUC. These costs include, but are not limited to, staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach or loss of data.

10) Contractor shall immediately notify and work cooperatively with the CPUC to respond timely and correctly to public records act requests.

11) Contractor shall comply with records retention schedule provided by the CPUC.

12) All financial, statistical, personal, technical, and other data and information related to the State's operation which are designated confidential by the State and made available to contractor in order to carry out this contract, or which become available to contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. This includes, but is not limited to, the secure transport, transmission and storage of data used or acquired in the performance of this contract.

## EXHIBIT M – EVALUATION AND SCORING CRITERIA

| CALIFORNIA CONNECT CONTRACT OVERSIGHT MANAGEMENT (COM) | |
|---|---|
| EVALUATION AND SCORING CRITERIA | |
| **Name of Proposer:** | |
| **Name of Scorer/Rater:** | |

| SCORING DEFINITIONS | |
|---|---|
| **Comprehensive** | Fully addresses all major elements of the criterion with specific, relevant, and well-supported details and/or examples. Demonstrates a thorough understanding and no material weaknesses are identified. |
| **Good** | Addresses all major elements of the criterion with clear and relevant detail. Demonstrates a strong understanding; any weaknesses or omissions are minor and do not materially affect the proposed approach. |
| **Fair** | Adequately addresses the major elements of the criterion and demonstrates an acceptable understanding, but the response lacks detail, support, or clarity in one or more areas. |
| **Poor** | Partially addresses the criterion but contains significant gaps, weaknesses, unsupported statements, or limited relevant detail that raise concern about the Proposer's ability to perform the requirement. |
| **Fail** | Does not address, is materially nonresponsive to, or demonstrates insufficient understanding or capability to satisfy the criterion. |

*Evaluator instruction: Score each criterion against the published rubric based on the information provided and evaluated in accordance with the solicitation. Use the Evaluator Notes column to document the basis for the score, including material strengths, weaknesses, omissions, and the relevant proposal section/page when practicable.*

**TECHNICAL EVALUATION (50 points)**

| Evaluation Criterion | Max Points | Fail | Poor | Fair | Good | Comprehensive | Evaluator Score | Evaluator Notes |
|---|---|---|---|---|---|---|---|---|
| 1. Technical Understanding and Proposed Oversight Methodology<br><br>What to look for: Understanding of COM's independent oversight role and a practical approach to contract/performance oversight, deliverable and financial validation, risk/issues, reporting, materiality, and separation from Vendor Partner operations. | 15 | 0–3<br>Does not adequately address the criterion or shows little understanding. | 4–6<br>Limited understanding; significant gaps or largely generic approach. | 7–9<br>Adequate understanding; addresses the major elements but lacks detail or integration. | 10–12<br>Strong, practical and well-supported approach that addresses the major elements. | 13–15<br>Comprehensive, specific and highly effective approach demonstrating superior understanding. | | |
| 2. Organizational Experience and Technical Capability<br><br>What to look for: Relevant experience performing independent contract/program oversight in government, public-sector, regulated, multi-vendor, or comparable environments, including performance, financial, data/reporting, risk, and executive-level oversight. | 10 | 0–2<br>Does not adequately demonstrate relevant experience or capability. | 3–4<br>Limited relevant experience or weakly comparable examples. | 5–6<br>Adequate relevant experience and capability. | 7–8<br>Strong relevant experience with well-supported comparable examples. | 9–10<br>Comprehensive and highly relevant experience demonstrating superior capability. | | |
| 3. Qualifications of Proposed Key Staff and Staffing Approach<br><br>What to look for: Qualifications and relevant experience of proposed Key Staff; clear roles and accountability; continuity; availability; and a staffing approach that demonstrates the ability to perform the COM responsibilities described in the SOW. | 10 | 0–2<br>Qualifications and proposed approach do not adequately address the requirements. | 3–4<br>Limited relevant qualifications or significant weaknesses in the proposed approach. | 5–6<br>Adequate qualifications and approach to performing the required Key Staff responsibilities. | 7–8<br>Strong qualifications and a clear, well-supported approach to performing the required Key Staff responsibilities. | 9–10<br>Highly relevant qualifications and a comprehensive approach demonstrating superior capability to perform the required Key Staff responsibilities. | | |
| 4. Work Plan, Transition Strategy, and Quality Assurance<br><br>What to look for: A feasible work plan and Transition-In approach, knowledge transfer, schedules, quality assurance, issue escalation, continuity, and readiness to begin uninterrupted COM oversight. | 15 | 0–3<br>Does not adequately address the criterion or is not feasible. | 4–6<br>Limited plan with significant gaps. | 7–9<br>Adequate and generally feasible plan, but some areas lack detail. | 10–12<br>Strong, detailed and feasible plan with clear controls and responsibilities. | 13–15<br>Comprehensive, highly integrated plan demonstrating superior readiness and low transition risk. | | |
| | | | | | | **TECHNICAL SUBTOTAL** | 0 | Maximum: 50 |

**KEY STAFF INTERVIEW (20 points)**

*Interview questions will be developed before the interviews and asked consistently of all interviewed Proposers. Interview responses will be scored using the four criteria below.*

| Evaluation Criterion | Max Points | Fail | Poor | Fair | Good | Comprehensive | Evaluator Score | Evaluator Notes |
|---|---|---|---|---|---|---|---|---|
| 5.1 Understanding of COM Scope of Work and Independent Oversight Role<br><br>What to look for: Understanding of COM's role and boundaries, materiality-based oversight, and appropriate relationship with CPUC and Vendor Partners. | 5 | 0<br>Does not demonstrate an adequate understanding. | 1<br>Limited understanding or significant misunderstanding of COM's role. | 2<br>Adequate understanding but limited depth. | 3–4<br>Strong understanding and sound application. | 5<br>Comprehensive understanding and exceptional application of COM's independent oversight role. | | |
| 5.2 Relevant Knowledge and Professional Judgment<br><br>What to look for: Ability to apply contract, financial, performance, data, risk, and oversight knowledge and exercise sound professional judgment. | 5 | 0<br>Does not demonstrate adequate knowledge or judgment. | 1<br>Limited knowledge or weak reasoning. | 2<br>Adequate knowledge and generally reasonable judgment. | 3–4<br>Strong knowledge and sound professional judgment. | 5<br>Comprehensive knowledge and exceptional professional judgment. | | |
| 5.3 Ability to Identify and Address Oversight Risks and Issues<br><br>What to look for: Ability to identify material risks/issues, distinguish isolated from recurring concerns, validate evidence, and recommend appropriate escalation or follow-through without directing Vendor Partner operations. | 5 | 0<br>Does not identify or appropriately address material risks/issues. | 1<br>Limited risk identification or inappropriate response. | 2<br>Adequately identifies major issues and a reasonable response. | 3–4<br>Strong risk identification, prioritization and follow-through. | 5<br>Comprehensive risk-based analysis with exceptional prioritization and response. | | |
| 5.4 Communication of Findings and Recommendations<br><br>What to look for: Ability to communicate findings clearly, concisely, objectively, and at the appropriate level for CPUC and Vendor Partners. | 5 | 0<br>Communication is materially unclear or nonresponsive. | 1<br>Limited clarity, organization, or audience awareness. | 2<br>Adequate communication but lacks some clarity or prioritization. | 3–4<br>Strong, clear, concise and professional communication. | 5<br>Comprehensive and exceptionally clear, objective, decision-useful communication. | | |
| | | | | | | **INTERVIEW SUBTOTAL** | 0 | Maximum: 20 |

**COST EVALUATION (30 points)**

Cost Evaluation – 30 points. Cost will be evaluated in accordance with the cost evaluation methodology identified in the solicitation.

| | |
|---|---|
| Technical Evaluation | 50 |
| Key Staff Interview | 20 |
| Cost Evaluation | 30 |
| **TOTAL** | **100** |

| | |
|---|---|
| Technical Score | 0 |
| Interview Score | 0 |
| Cost Score | |
| **TOTAL SCORE** | **0** |

## COM EVALUATION SCORING SUMMARY

| Evaluation Component | Maximum Points | Score | Notes |
|---|---|---|---|
| Technical Understanding & Proposed Oversight Methodology | 15 | 0 | |
| Organizational Experience & Technical Capability | 10 | 0 | |
| Qualifications of Proposed Key Staff & Staffing Approach | 10 | 0 | |
| Work Plan, Transition Strategy & Quality Assurance | 15 | 0 | |
| Technical Evaluation Subtotal | 50 | 0 | |
| Key Staff Interview | 20 | 0 | |
| Cost Evaluation | 30 | 0 | |
| **TOTAL SCORE** | **100** | **0** | |

| Item | Evaluation Guidance / Note |
|---|---|
| **Overall structure** | 100 total points: 70 technical (50 written technical + 20 interview) and 30 cost. |
| **Rating scale** | Fail / Poor / Fair / Good / Comprehensive. Point ranges scale to each criterion's maximum points. Evaluators should select the rating that best reflects the response and assign a score within that published range based on the degree to which the response satisfies the criterion. |
| **Consistent application** | Each qualified proposal must be evaluated against the same published criteria and scoring standards. Technical scores should be based on the merits of the response to the criterion, not on undisclosed preferences or criteria. |
| **Evaluator documentation** | Evaluator Notes should briefly state the basis for each score, including material strengths, weaknesses, omissions, or concerns, and identify the relevant proposal section/page when practicable. Scores should be supportable from the evaluation record. |
| **Written technical criteria** | Reflect the COM Secondary justification: technical understanding/oversight methodology, organizational experience/technical capability, qualifications of proposed personnel/staffing approach, transition strategy, quality assurance, and independent oversight capability. |
| **Interview** | Four 5-point factors. Interview questions will be developed before interviews, tied to the published interview criteria, and asked consistently of all interviewed Proposers. Interview scoring must be based on the response provided during the interview and the published interview criteria. |
| **Minimum Qualifications** | MQs remain pass/fail and are not double-scored. Comparative technical scoring evaluates the strength and relevance of responsive information beyond minimum qualification requirements. |
| **Staffing approach** | The staffing criterion evaluates the qualifications and approach of the proposed Key Staff and the Proposer's ability to perform the COM requirements. A Proposer is not awarded additional points solely for proposing a greater number of optional support staff. |
| **Cost scoring** | Cost Evaluation is worth 30 points and will be scored in accordance with the cost evaluation methodology identified in the solicitation. |
| **Scoring philosophy** | Evaluation focuses on substantive, evidence-based, materiality-focused oversight and appropriate separation from Vendor Partner operations. The quantity of comments, findings, or proposed administrative layers is not itself a basis for a higher score. |
| **Level of detail** | The rubric uses concise criterion-specific scoring anchors so all evaluators apply the same framework while retaining reasonable professional judgment within the published point ranges. |

## 2. Minimum Qualifications

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

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

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

D. Minimum Qualifications:

   a. The Proposer must have a minimum of five (5) years of experience providing contract oversight, program oversight, compliance monitoring, audit support, contract administration support, or similar professional oversight services.

   b. The Proposer must have experience providing oversight or similar professional services for at least two (2) government agencies, public sector entities, or regulated organizations within the last five (5) years.

   c. The Proposer must assign only personnel who are based in and perform work under this Agreement from within the State of California throughout the term of the Agreement, unless otherwise authorized in writing by CPUC.

E. 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.

F. There is a mandatory 3% DVBE participation requirement for this solicitation. Responses submitted that do not include 3% DVBE participation will be disqualified.

# 1. ADMINISTRATIVE INFORMATION

A. 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.

B. 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.

C. 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.

D. Key Action Dates

| *Key Action Dates | Date/Time |
|---|---|
| RFP Solicitation Post Date - on www.caleprocure.ca.gov | August 27, 2026, 10:00 AM PST |
| Proposer's Written Questions Submission Deadline | September 10, 2026, 10:00 AM PST |
| Written Answers Tentative Posting Date | September 18, 2026, 10:00 AM PST |
| Proposal Response Due Date | October 21, 2026, 10:00 AM PST |
| "Intent to Award" Tentative Posting Date - Posted on www.caleprocure.ca.gov | November 13, 2026, 10:00 AM PST |
| Tentative Contract Executed Date | December 1, 2026, 10:00 AM PST |

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

F. 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.

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

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

N. 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.

O. 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.

## 2. SUBMISSION REQUIREMENTS

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

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

- The subject line of the Submittal Email must read:
  Response to CPUC Solicitation Number: 25NS1385

- The body of the email must read:
  DO NOT OPEN
  Solicitation Number 25NS1385 Contract Management Services
  California Public Utilities Commission Contracting Unit
  ATTENTION: Kellie Harris

- Offer attachments must be named the following:
  • Solicitation Number 25NS1385 Proposal Package_*[ Company Name]*

C. 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.

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

1) <u>Cover Letter</u>
   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) <u>Conflict of Interest Disclosures</u>

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

a. For purposes of this solicitation or any resulting Agreement, “Conflict of Interest” means:

   i. a conflict of interest as defined in this solicitation or any resulting Agreement;
   ii. Any activity or interest prohibited by any applicable Federal or State law, including the Political Reform Act, relating to conflicts of interest and any regulation under them; and
   iii. Any financial interest or relationship that may impair the ability of the individual or firm to deliver fair unbiased work for the CPUC. A relationship may include any business position such as a director, partner, officer, trustee, employee, or any position of management with any of the Covered Entities or any parent, subsidiary, or affiliate thereof.

b. "Covered Entities" includes all current CA Connect Vendor Partners whose agreements, performance, deliverables, invoices, compliance or other activities are subject to oversight under the COM Agreement, including their parent companies, subsidiaries and affiliates.

c. “Team Member” includes a) any firm (either as a prime or sub-contractor) whether incorporated or not, including a sole proprietorship ("Firm Team Member"); and b) any individual, whether an employee, independent Contractor or other ("Individual Team Member"), if the Firm Team Member or Individual Team Member is performing or supervising work under any resulting Agreement whose work on this project is expected to involve the exercise of judgment.

d. Disclose for each Team Member:

   i. Current contracts, subcontracts, employment with, or active proposal(s) before, any of the Covered Entities or any parent, subsidiary, or affiliate thereof. Provide the total amount of payments, duration, and nature of service. In addition, indicate if any Individual Team Member is working on or is expected to work on any of these contracts.
   ii. Prior contracts during the last three years with any of the Covered Entities or any parent, subsidiary, or affiliate thereof. Provide the total amount of payments, duration, and nature of service. In addition, indicate if any Individual Team Member worked on those contracts.
   iii. Any investment in, or joint venture, partnership, or similar arrangement with, any of the Covered Entities or any parent, subsidiary, or affiliate thereof. For investments list only current investments; for a joint venture, partnership, or similar arrangement list those existing within the past three years. List the entity’s name, the nature, scope and duration of the business arrangement and the total monetary value.

iv. If a Team Member is working for another state agency that is a party to all current CA Connect Vendor Partners whose agreements, performance, deliverables, invoices, compliance or other activities are subject to oversight under the COM Agreement, including their parent companies, subsidiaries and affiliates or their successor proceeding(s), the Team Member must disclose its contracts with that state agency relating to those proceedings. Provide the total amount of payments, duration, and nature of service.

v. If a Team Member is currently working on or has done work for the CPUC during the past three years. Provide the total amount of payments, duration, and nature of service.

vi. If (i) any Individual Team Member owns, together with his or her spouse or registered domestic partner, and dependent children, 10% or more of the firm performing the work and (ii) the firm now or within the past 12 months has been under contract with or received income from any of the Covered Entities or its parent, subsidiaries, or affiliates, disclose: the name of the individual; his or her percentage of ownership; cost and length of the contract (or if no contract, the amount of income received and the period over which received); and a brief description of the scope of work. For purposes of this disclosure, a sole proprietor owns 100% of the firm.

vii. If any Individual Team Member has received within the past 12 months (or will receive during any 12-month period) $500 or more of income from a Covered Entity, disclose the individual's name and the source of income. In response to this question, include the total income of the individual, his or her spouse or registered domestic partner.

viii. If any Individual Team Member has an investment in any Covered Entity worth $2000 or more, disclose individual's name and the company in which the investment is held. In response to this question, include the total investments of the individual, his or her spouse, or registered domestic partner, and dependent child.

ix. If any Individual Team Member has received within the past 12-months (or will receive during any 12-month period while performing such work) gifts or travel payments, totaling $470 or more, from any Covered Entity.

x. Any business position, such as a director, officer, partner, trustee, employee, or any position of management held with any Covered Entity by an Individual Team Member.

xi. Any board membership in a nonprofit organization held with any Covered Entity by an Individual Team Member.

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

f. If no Team Members have any conflict of interests to disclose a single statement from the Prime Contractor stating there are no conflicts of interest is acceptable.
g. The Prime Contractor shall provide a statement, signed by the principal of each participating subcontractor, that the information provided in response to this section is correct to the best of his or her knowledge.
h. The requirement of disclosure of conflicts of interest is a continuing obligation after award. The successful awardee will be required to avoid conflicts during the term of this Agreement and disclose in writing to CPUC's Contract Manager any potential or actual conflicts as soon as such conflicts are discovered. The CPUC may, at its option, direct termination of any individual Team Member or the entire Agreement, if such a Conflict of Interest is found.
i. A Team Member will be disqualified from the solicitation process for any of the following reasons:
    i. A Team Member has a conflict of interest or the appearance of which would place the CPUC in an unfavorable light.
    ii. The firm is a party to any current CA Connect Vendor Partners whose agreements, performance, deliverables, invoices, compliance or other activities are subject to oversight under the COM Agreement, including their parent companies, subsidiaries and affiliates or their successor proceeding(s).
    iii. A Team Member has participated on behalf of the CPUC, directly or indirectly, in any of the negotiations, transactions, planning, arrangement or any part of the decision-making process leading up to this solicitation.

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

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

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

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

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

8) Other Required Attachments
Proposer must submit all of the other required attachments listed below.

Attachment 4 - Payee Data Record (std. 204)
Attachment 5 - Payee Data Record Supplement (std. 205)
Attachment 6 - Contractor Certification Clauses (CCC 02/2025)
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*

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

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

F. 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.

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

G. 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.

## 3. PREFERENCE AND INCENTIVE PROGRAMS

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

B. Small Business Preference

1) Section 14835, et seq., of the California Government Code requires that a five percent (5%) preference be given to Proposers who qualify as a Small/Micro business enterprise. The rules and regulations of this law are contained in Title 2, California Code of Regulations Section 1896, et seq.

2) Non-small business Contractors will be granted a five percent (5%) preference when a responsible non-small business agrees to subcontract at least twenty-five (25%) of their total Proposal cost with one or more California-certified small businesses. However, this preference for a non-small business may not be used to take an award away from a certified small business.

3) The small business preference is calculated by adding 5% of the total evaluation points for the highest scoring non-small business Contractor to each small business or non-small business subcontracting 25% or more to a SB.

C. DVBE Incentive

1) The DVBE Incentive Program applies to this solicitation. It is separate from the DVBE Participation Program and was established in Military and Veterans Code §999 et seq., and California Code of Regulations §1896.99 et seq.

2) The DVBE incentive is available to certified DVBEs and non-DVBE Contractors who commit to subcontracting with a certified DVBE. The incentive amount will vary in conjunction with the percentage of DVBE participation. The following percentages will apply:

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

3) The incentive points are included in the sum of non-cost points. Proposer will have points added to their evaluation score based on their participation percentage of the number of non-cost points available in the solicitation. The incentive points cannot be used to achieve any applicable minimum point requirements.

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

5) Proposer understands and agrees that should award of this contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per Military and Veterans Code 999.5 (e), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by the Department of General Services (DGS). Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

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

7) Pursuant to Mil. & Vet. Code Section 999.7, ten thousand dollars ($10,000) will be withheld from the final payment, or the full final payment if less than ten thousand dollars ($10,000), until the Prime Contractor complies with the certification requirements of subdivision (d) of Mil. & Vet. Code Section 999.5. Prime Contractor shall be given 30 days’ notice to cure the defect. If, after thirty (30) calendar days from the date of notice, the Prime Contractor refuses to comply with the certification requirements, CPUC shall permanently deduct ten thousand dollars ($10,000) from the final payment, or the full payment if less than ten thousand dollars ($10,000).

D. 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.

E. 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.

F. 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

G. 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.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

## **4.** EVALUATION CRITERIA AND PROCESS

Solicitation responses will be evaluated in the following steps:

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

i. Response is received by the date and time required per the Key Action Dates.

ii. All required forms are completed and signed.

iii. There is no alternate or conditional language or any irregularities of any kind.

iv. Tax delinquency and Russian sanctions eligibility confirmation.

v. Secretary of State status verification.

vi. Required DVBE participation amount confirmation.

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

**2)** Technical Evaluation
An evaluation team of at least three (3) CPUC staff members will review all qualified solicitation responses. The evaluation team will score each response according to the criteria listed in #3 below. The technical evaluation is worth a total of seventy (70) points.

**3)** Evaluation Criteria
Please review Exhibit M for full Evaluation and Scoring Criteria.

The Technical Evaluation will be broken down as follows:

- Technical Understanding and Proposed Oversight Methodology – 15 points
- Organization Experience and Technical Capability – 10 points
- Qualifications of Proposed Key Staff and Staffing Approach – 10 points
- Work Plan, Transition Strategy, and Quality Assurance – 15 points
- Key Staff Interview – 20 points

**4)** Reference Check

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

**5)** Cost Evaluation

The CPUC Contracting Unit will review the cost sheets for all qualified solicitation responses. Proposer's total costs will be ranked from low-to-high. The response with the lowest cost will receive the maximum number of available points for the cost evaluation. The remaining responses will receive an incrementally lower score based on the percentage difference of their cost to the response with the lowest cost as indicated in the example below. The cost evaluation is worth a total of thirty (30) points. The following table provides a sample calculation of awarded points for two (2) proposals:

Sample Cost Calculation

Proposal A = $75,000 (Lowest)
Proposal B = $100,000
Total Cost Points Available for this Deliverable = 30 Points
Proposal A's Score:

1. $75,000 / $75,000 = 1
2. 1 X 30 = 30 Cost Points Awarded

Proposal B's Score:

3. $75,000 / $100,000 = .75
4. .75 X 30 = 22.5 Cost Points Awarded

*All cost figures are purely hypothetical*

**6)** Preference / Incentive Adjustments

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

**7)** Final Combined Score

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

## 5. AWARD AND CONTRACT EXECUTION

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

B. 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.

C. 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.

D. 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

E. 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.

F. 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.

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

H. 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"

I. 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.

J. 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.

## 6. REQUIRED ATTACHMENTS

ATTACHMENT 1 – SOLICITATION CHECKLIST

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

- ☐ Solicitation Checklist (Attachment 1)
- ☐ Cover Letter
- ☐ Conflict of Interest Statement (Attachment 2) & Disclosures
- ☐ Resumes
- ☐ Minimum Qualifications Statement & Documentation
- ☐ References Sheet (Attachment 3)
- ☐ Approach Narrative
- ☐ Detailed Work Plan
- ☐ Payee Data Record (Attachment 4)
- ☐ Payee Data Record Supplement (Attachment 5)
- ☐ Contractor Certification Clauses (Attachment 6)
- ☐ Darfur Contracting Act Form (Attachment 7)
- ☐ Bidder Declaration Form (Attachment 8)
- ☐ DVBE Declaration Form (Attachment 9) – 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: | City: State: Zip Code: |
| Contact Person (Name and Title): | 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: | City: State: Zip Code: |
| Contact Person (Name and Title): | 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: | City: State: Zip Code: |
| Contact Person (Name and Title): | 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/gs/pd/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:____________

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

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

| | Yes | No |
|---|---|---|
| 2. Will the SB/DVBE carry out its obligation by actually performing, managing, and/or supervising the work involved? (Check either "Yes" or "No.") | | |
| 3. Is the work the SB/DVBE performing normal for its business service and function? (Check either "Yes" or "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.") *NOTE: If this contract is for services only this question can be skipped.* | | |
| 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.") | | |

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

# ATTACHMENT 12 – CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION

If applicable, this form is available at:
https://www.dgs.ca.gov/-/media/Divisions/OLS/Forms/CALIFORNIA-CIVIL-RIGHTS-LAWS-ATTACHMENT.pdf

ATTACHMENT 13 – COST SHEET

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

# ATTACHMENT 14 – SAMPLE STANDARD AGREEMENT

Reset Form | Print Form | **SCO ID:**

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
**STANDARD AGREEMENT**
STD 213 (Rev. 04/2020)

| AGREEMENT NUMBER | PURCHASING AUTHORITY NUMBER (If Applicable) |
|---|---|
| | |

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

CONTRACTING AGENCY NAME
California Public Utilities Commission

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

THROUGH END DATE

3. The maximum amount of this Agreement is:

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

| Exhibits | Title | Pages |
|---|---|---|
| Exhibit A | Scope of Work | |
| Exhibit B | Budget Detail and Payment Provisions | |
| Exhibit C * | General Terms and Conditions (GTC 04/2017) | |
| Exhibit D | Special Terms and Conditions | |
| | | |

*Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.*
*These documents can be viewed at [https://www.dgs.ca.gov/OLS/Resources](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)** |
| | |