

8/19/2026

RFP 25NS0665 – Addendum 1

The attached RFP document has been modified to reflect minor language changes in response to questions received.

The attached Attachment 13 Cost Sheet has been completely reformatted in response to questions received. The new cost sheet breaks down the expenses between the initial term and two optional extensions as well as populating the quantity requested for each deliverable.

Below are the questions received with answers provided in **Bold** font

1. Page 50 says "Proposer will provide a proposed work plan for all deliverables under this contract". What level of detail is CPUC expecting here? With 24 Tasks and 57 Deliverables, is CPUC expecting 57 separate, individual workplans (one for each deliverable); or 24 workplans (one for each task); or one comprehensive workplan that covers all deliverables?
A: CPUC expects one comprehensive workplan. The work plan must clearly identify the steps necessary to complete the applicable deliverables and the personnel assigned to each task.
2. The RFP provides guidance on how the "Approach Narrative" will be scored on page 50 by referring to the scoring criteria. How will the "Detailed Workplans" be scored?
A: The RFP does not have an established separate criterion for the Detailed Workplan. It is a submission requirement and may inform evaluation of the Proposer's technical approach/management plan.
3. We respectfully request an extension to the proposal submission deadline. Our response strategy significantly depends on CPUC responses to questions. At current, a 2-week window between when questions are answered and proposals are due is short for a solicitation of this size. Would CPUC entertain a 3-4 week window of time from the release of answers to questions to the proposal due date?
A: No.
4. The Conflict of Interest Disclosures section on page 48 defines "Covered Entities" as "BEAD grantees, contractors, suppliers, or equipment manufacturers involved in funded network planning within the past five years". This definition is broad and does not name specific entities. How can bidders find an exact list of firms that are considered Covered Entities by CPUC?
A: CPUC is not providing a separate exhaustive list of Covered Entities. For purposes of this solicitation, proposers should use the definition provided in Section 4D and disclose any actual or potential conflicts involving BEAD grantees, contractors, suppliers, equipment manufacturers, or their parents, subsidiaries, or affiliates that fall within the disclosure requirements. CPUC will review disclosed relationships to determine whether a conflict exists.

5. This question is regarding the number of expected roles and FTEs described on page 42 and 43. These pages note: "Eight (8) Full-Time Equivalent (FTE) personnel dedicated to supporting BEAD Project Teams" and "Three (3) Full-Time Equivalent (FTE) personnel dedicated to administrative and financial support functions" for a total of 11 FTEs. The content that immediately follows describes 9 positions (from "1 Program manager" through "2 Broadband Engineers"). Are these 9 positions a subset of the 11 FTEs or in addition to the 11 FTEs (implying a total of 20 roles)? If the 9 are in addition to the 11, are these 9 positions also expected to be FTEs? Can you please clarify and reconcile these numbers as they have a big impact on budget?

A: No. The identified personnel classifications are not in addition to the minimum staffing capacity of eleven (11) FTEs. The Contractor must maintain a minimum staffing capacity of eight (8) FTEs supporting BEAD Project Teams and three (3) FTEs supporting administrative and financial functions. The personnel identified under the Minimum Staffing Capacity requirements may be included within these FTE totals, provided all required classifications and minimum qualifications are met.

6. What is the maximum budget CPUC has allocated for this contract?

A: Proposers should submit their total proposed cost for performing all required services using Attachment 13 – Cost Sheet. Proposed costs will be evaluated in accordance with the solicitation's cost evaluation criteria.

7. Is there an incumbent contractor currently or in the recent past that has provided these services to CPUC? If so, what is the name of that firm?

A: No, this is the first time CPUC is soliciting for these services.

8. In the budget sheet many deliverables are to be priced on a "per hour" basis with no hours specified. Should the contractor enter an average bill rate in Column C and estimated hours expected for the deliverable in Column D? Or does CPUC expect to see just a total dollar value in Column E?

A: An updated cost sheet will be provided which addresses these questions.

9. Regarding the budget sheet, for deliverables to be priced "per hour", If bidders are to enter an average hourly rate for the per unit cost will they still be allowed to bill differentiated billing rates by staff member using those rates requested in rows 5-9?

A: No. They will be billed using the average hourly rate.

10. The budget form asks for hourly rates for team members with up to 5 rows (A-E). Can bidders add more lines for more staff members especially given that the RFP asks for more than 5 FTEs?

A: Yes, you can add additional rows to add more staff members if you would like.

11. In the budget form there is a row for travel that is prepopulated with no amount. Other cells in that row say "do not change". Can you confirm our understanding that bidders are to NOT price travel at this point in the solicitation process? If this row is to remain as \$0 in our bid submission, what is the contractual mechanism for contractors to budget and pay for travel?

A: An updated cost sheet will be provided which includes a fixed budget for travel.

12. In the budget form should the "Total Proposal cost" be inclusive of the \$250K unanticipated tasks?

A: Yes.

13. On Page 24, the RFP says the contract is 3 years with two 2-year options to extend for a total of 7 years. The excel budget form states "AMOUNTS BASED ON A SIX YEAR TERM". Can CPUC please clarify this discrepancy? Are bidders to price their cost sheet to be representative of the price for 6 years or 7 years? If 7 years, Column D in the budget sheet seems to have many deliverables that are pre-populated with units aligned to a 6-year contract. Can CPUC please review and update as needed?

A: An updated cost sheet will be attached that addresses this question.

14. In the budget sheet, Task 15 and Task 18 lists number of units as "?" while many other units in other tasks have been pre-populated. How should bidders proceed to price Task 15 and 18 such that CPUC can evenly compare bidders' costs?

A: An updated cost sheet will be attached that includes the number of units for each deliverable.

15. The end of Page 61 and continuing onto Page 62 says: "Key personnel, including engineering leadership and the California licensed Professional Engineer responsible for oversight, shall not be subcontractor personnel.". The phrase "Engineering leadership" as well as "California licensed professional engineer" only appear in this section of the RFP with no further elaboration or definition elsewhere in the RFP. Can CPUC confirm this language was intended? If so can CPUC elaborate on these roles and reconcile them with the roles describe on pages 42-43?

A: This language was intended. The referenced language does not establish additional positions beyond those identified in the Minimum Qualifications on pages 42–43. The solicitation will be revised to clarify the key personnel requirements.

16. The end of Page 61 and continuing onto Page 62 says: "Key personnel, including engineering leadership and the California licensed Professional Engineer responsible for oversight, shall not be subcontractor personnel." We plan to propose an integrated team with partner firms filling some roles. Can CPUC change this language to allow subcontractors on these roles? Furthermore, not allowing subcontractors to fill specific roles diminishes the state's ability to achieve its DVBE and SB subcontracting goals.

A: Subcontracting is allowed, but the main licensed Professional Engineer must be employed by the prime contractor.

17. Please clarify whether any scope element requires the Contractor to perform independent financial audits or issue audit opinions, attestation reports, or other auditor-of-record deliverables. Our reading of the Scope of Work is that audit-related activities are limited to compliance monitoring, audit readiness assessments, audit tracking, review of audit documentation, support of Single Audit requirements, management decision support, and responses to audit inquiries. Please confirm whether this interpretation is correct.

A: Yes, this is correct.

18. Regarding NEPA and CEQA, please identify which environmental deliverables, if any, require the Contractor to serve as the primary preparer of environmental documents. For example is the Contractor is expected to:
- prepare original NEPA and CEQA environmental documentation,
 - conduct environmental analyses as the responsible preparer,
 - or perform compliance review, coordination, tracking, and technical assistance services associated with environmental documentation prepared by subgrantees or their consultants?

A: The contractor is expected to provide the services outlined regarding NEPA and coordinate with CPUC regarding CEQA requirements.

19. Would CPUC consider amending the terms and conditions (Exhibit C or D) to include a Limitation on Liability for the contractor? Specifically limiting the total liability of Contractor and to total fees paid to Contractor under the applicable statement of work.

A: No.

20. Would CPUC consider amending the terms and conditions (Exhibit C or D) to allow the contractor to retain the rights to any pre-existing intellectual property that they may make use of during the conduct of the contract?

A: No.

21. On page 22 regarding Deliverable Acceptance - CPUC has 7 days to accept a deliverable. What happens if CPUC does not provide a notice of acceptance or non-acceptance within those 7 days? Does no communication imply acceptance?

A: Yes.

22. For Deliverable 2.1 the RFP states "For planning and bidding purposes, assume up to twenty (20) subgrants." However, in the budget sheet Deliverable 2.1 is pre-populated with 480 units. Can CPUC review and reconcile these differences?

A: For planning and bidding purposes, Proposers should calculate based on approximately twenty (20) subgrantees. Deliverable 2.1 Risk Assessment Development and Maintenance states per assessment and will vary depending on number of projects and their associated level of risk throughout the grant term.

23. Deliverables 7.2 and 7.4 in the budget sheet list a total of 24 subgrants for the number of units. However, the RFP states within Task 2 that CPUC anticipates approximately 20 BEAD subgrantees for planning and bidding purposes. Is this differentiated number of subgrants across various tasks in the RFP intentional or should they be aligned?

A: The quantities provided are estimates for planning and bidding purposes Proposers may calculated based on approximately 20 subgrantees. CPUC recently received approval of its Final Proposal from NTIA and cannot confirm the exact number of subgrants at this time.

24. Regarding Deliverable 13.1: what grant management system (GMS) does CPUC currently use (or plan to use) to administer the BEAD program? Will the contractor need to obtain their own licenses to access/use the GMS or does CPUC's license allow access by contractors?

A: Please refer to RFP. No, the contractor will not need to obtain their own licenses for access to the GMS.

25. Deliverables 13.1, 13.2, and 16.2 reference coordination with Ready.net. What areas of CA's BEAD program does Ready.net currently provide support?

A: Ready.net currently provides the BOSS/ARC grant management platform used to support administration of California's BEAD Program.

26. In Deliverables 13.1 and 13.2 (PDF pp. 15–16), the RFP calls for support with GMS development, configuration, and testing, as well as coordination with CPUC and Ready.net on workflow updates. Can CPUC clarify whether the Contractor is expected to make changes directly in the BOSS/ARC platform, or provide requirements, testing, and recommendations while CPUC and/or Ready.net make the system changes?

A: No, the contractor is not expected to make changes directly in the BOSS/ARC platform; Ready.net and CPUC manage these system changes.

27. Deliverables 15.1 and 15.2 involves event planning. How frequently/where in the program timelines does CPUC hosting events and who is the primary audience (e.g., general public, ISPs, jurisdictions)

A: CPUC recently received approval of its Final Proposal from NTIA. Events will be scheduled as needed throughout the contract term.

28. Task 20 NEPA Environmental Compliance Review estimates there will be 90 projects. Is that an estimate of total NEPA projects including subdivisions?

A: The CPUC anticipates approximately 90 projects, and this is an estimate at this time.

29. Deliverable 9.4 (PDF p13) ends with the sentence, “Please let us know if you would like us to incorporate this language into the solicitation.” Can you please confirm that the language was in error/this section is part of the Scope of Work?

A: This was an error and the language will be removed.

30. Deliverable 6.4 (PDF p. 10) states that the Contractor will “Issue management decisions on audit findings per § 200.521.” Please clarify: is the Contractor expected to issue these decisions directly to subgrantees, or prepare recommended decisions for CPUC to review and issue?

A: The Contractor is expected to prepare recommendations and supporting documentation for CPUC review and issuance.

31. On page 42, are Program Manager, Project Manager I, Subject Matter Experts (3) the NEPA/Environmental Lead, Project Manager and Two Broadband Engineers in addition to or included in the 8 FTE supporting BEAD programs and 3 FTE dedicated to administrative and financial support functions?

A: The identified personnel are included within the minimum staffing requirement of eight (8) FTEs supporting BEAD Project Teams and three (3) FTEs supporting

administrative and financial functions. They are not additional to the minimum FTE requirement.

32. In subfactor B.3 (p 60) is the reference letter or contact information for each BEAD contract representative of or in addition to the references required in Attachment 3.

A: Attachment 3 must be filled out and returned, but the same BEAD references can be used for that requirement.

33. In subfactor B.3 (p 60) some public clients are unable, as a matter of organizational policy, to provide letters of reference on behalf of subcontractors. In that circumstance, will the presence of a public contract be sufficient? If not, what should be submitted?

A: If a public client is unable to provide a reference letter due to organizational policy, the Proposer may submit other documentation demonstrating the relevant contract, scope of work, and satisfactory performance.

34. The Two Broadband Engineers (p43) aren't required to have a California PE, but on page 67 the requirement is for a California PE. Please clarify if a California designated Professional Engineer is required and how many engineers are required.

A: Two (2) Broadband Engineers are required, and both must be California-licensed Professional Engineers (PEs). The solicitation will be revised to clarify this requirement.

35. In Task 16, will all public and internal shared GIS visualizations and Broadband mapping services be provided within the Ready.net platform? If not, should the contractor assume the need for an internal, non-public GIS visualization environment?

A: GIS visualizations and Broadband mapping are within the Ready.net platform.

36. Company Qualification 5 identifies both one (1) Project Manager I and one (1) Project Manager, each with similar minimum experience requirements. Could CPUC clarify whether these are intended to be two separate positions requiring two distinct individuals, or whether one individual may fulfill both roles if they meet all stated qualifications?

- a. If these are separate positions, please clarify the intended distinction in responsibilities and expectations between the Project Manager I role and the Project Manager role for proposal and staffing purposes.

A: CPUC has reviewed the staffing requirements and will revise the solicitation to remove the Project Manager I position. Proposers should refer to the revised solicitation for the updated minimum staffing requirements.

37. Section 4D, Conflict of Interest & Disclosures, does not identify a specific requirement, certification, or disclosure associated with item iv. Could CPUC clarify whether the omission

is a typographical error or provide the missing requirement that proposers are expected to address in their submission?

A: An updated solicitation will be posted that deletes that empty space.

38. Section 2F of the minimum qualifications establishes a mandatory 3% DVBE participation requirement, with disqualification for non-compliance. Can a Proposer satisfy this requirement through a subcontractor DVBE certification application that is pending but not yet finalized as of the response deadline, or must certification be active at time of submission?

A: Certification must be active.

39. May proposers submit a redacted version of their proposal for use in responding to future public records requests?

a. If so, what naming convention should be used for the redacted file?

A: No.

40. The Contractor is required to 'support the CPUC in finalizing a subgrant agreement template. Please clarify the status of the subgrant agreement and the extent of support expected. For example, is the expectation primarily supporting CPUC's legal team to incorporate the identified provisions or to support more broadly in reviewing and updating the agreement in its entirety?

A: The subgrant agreement template is in an advanced draft stage and has undergone internal program, consultant, and legal review. The Contractor may be asked to support CPUC in finalizing the template by reviewing and recommending updates to provisions identified by CPUC, assisting with consistency across the agreement and related attachments, and helping ensure alignment with applicable BEAD, NTIA, and federal grant requirements.

41. Has the CPUC held subgrant agreement negotiation meetings with subgrantees? Has the CPUC and subgrantees substantially agreed to terms in the subgrant agreement? If not, is the Contractor expected to participate in future negotiations with subgrantees as part of subgrant agreement support?

a. No.

b. No.

c. Yes.

42. This section requires eight (8) FTEs for project teams and three (3) FTEs for administrative support. Can a single individual be allocated across both categories if their role spans both technical and administrative functions, or must these be 11 distinct individuals?

A: The requirement is for a minimum staffing capacity of eleven (11) FTEs. Individuals may be allocated across functions, provided the Contractor maintains the required eight (8) FTEs for project teams and three (3) FTEs for administrative and financial support.

43. This section contains two (2) descriptions for the “project manager” role and when taken with the other position descriptions leads to nine (9) FTE roles being identified. Please clarify if you are looking for two project manager roles or if there is a duplication.
A: CPUC has reviewed the staffing requirements and will revise the solicitation to remove the Project Manager I position. Proposers should refer to the revised solicitation for the updated minimum staffing requirements.
44. To accurately scope the level of effort for GMS support, could the CPUC please clarify the current maturity of the GMS platform? Specifically, could you describe its current development stage? i.e. to what extent have the core workflows for subgrantee submissions, reporting, and milestone tracking, etc. been developed and configured to meet BEAD program requirements?
A: The platform is currently underway and has progressed substantially toward completion. The contractor is expected to provide guidance and recommendations to the CPUC as part of the configuration effort and ongoing support.
45. Are the amounts for per ‘report’, ‘assessment’, ‘call’, ‘plan’, ‘framework’, etc.) paid on a fixed fee basis irrespective of whether the ‘amount required’ number that has been pre-populated is realized? Or are payments made based on the cost per unit x the actual number of units delivered (if it’s less than required)?
A: Payments will be made on the cost per unit x the actual number of units delivered.
46. Please confirm the cost per unit for hourly rates should be a blended rate for all personnel?
A: Yes.
47. To what extent is the contractor expected to provide direct technical assistance to subgrantees and support the production of environmental compliance documents on their behalf, versus providing guidance and discrete technical assistance upon request by subgrantees?
A: The Contractor is expected to provide guidance and technical assistance to subgrantees, including support with environmental compliance documentation, as needed throughout the project.
48. Please elaborate on acceptable documentation to substantiate minimum education experience.
A: Copies of transcripts, degrees or resumes.
49. Can the CPUC please describe the different scopes of work for current vendors that are supporting, or planned to support, CPUC’s BEAD program?
A: No.
50. Does the CPUC expect one or multiple awards of this RFP?
A: One.
51. Would the CPUC be amenable to engaging in mutually agreeable negotiations with the Contractor(s) who are downselected to finalize applicable terms and conditions?
A: No.

52. In alignment with standard industry practices, would the CPUC consider a more reasonable 30-day cure period following a notice of non-conformity before termination for cause? This ensures both sides have a collaborative window to address and resolve any performance or deliverable issues before taking formal legal action.

A: The contract terms will remain, however a termination for cause would not be sent without first trying to cure the problem with the contractor.

53. Would the City be open to revising Section 6, 'Ownership of Data'? We propose clarifying that upon the contract's conclusion and final payment, the City will own all deliverables. This would exclude our pre-existing intellectual property, for which we would grant the City a perpetual use license.

A: No.

54. To prevent unnecessary alarm and administrative burden on both of our teams, would you be open to adjusting the notification threshold so that reporting is triggered upon a confirmed Security Incident, rather than a merely suspected event? This ensures that any notifications you receive from us are actionable, highly accurate, and backed by a completed internal verification.

A: No.

55. Would CPUC consider revising the "satisfactorily" performance standard to clarify that payment is due for all services performed in accordance with the contract requirements in the event of an early termination for convenience? This adjustment ensures objective criteria for completion and aligns expectations for both parties.

A: No.

56. In a Force Majeure event occurs, would the State be open to allowing for mutual termination rights if the delays continue for longer than 90 days?

A: No.

57. Would the CPUC consider revising Section 20.A to limit the waiver of subrogation requirement solely to the Commercial General Liability policy and removing the requirement for the Workers' Compensation policy? Professional services firm's standards typically restrict them from waiving subrogation rights on Workers' Compensation to ensure the Contractor's statutory recovery rights are maintained, whereas we are fully prepared to grant this waiver on our General Liability coverage to protect your interests for any premise-related risks.

A: No

58. Would CPUC be amenable to allowing for the Contractor to provide 30 days written notice of insurance policy cancellation or termination?

A: Yes.

59. Is it acceptable to the CPUC to provide evidence of required endorsements on the requested certificates of insurance rather than providing a full copy which contains information that is proprietary to the Contractor?

A: Yes.

60. Can the CPUC confirm that the notice requirement in the event of an information security incident is 48 hours? There is a conflict within the solicitation.

A: Yes.

61. If the Contractor is not a “subrecipient” as defined in the 2CFR, does the CPUC agree that Section 30’s requirement to comply with 2CFR200 is only as applicable?

A: The Contractor will be required to comply with all applicable federal, state, and program requirements incorporated into the RFP or resulting contract, including applicable 2 CFR Part 200 requirements for federally funded procurements.

62. To ensure a balanced risk framework for our upcoming engagement, we would like to propose the inclusion of a standard Limitation of Liability clause capped at the fees paid under this agreement. Would your team be open to incorporating this routine professional services provision into our final contract?

A: No.

63. If the State does not provide Government-Furnished Equipment (GFE) or Virtual Desktop Infrastructure (VDI), will it consider contract terms that allow the awarded Proposer to utilize industry-standard, third-party infrastructure support (e.g., Microsoft and ServiceNow) or other Contractor enabling tools to enhance the services to be provided?

A: The contractor can use whatever equipment they want to perform the services.

64. In the event there is a dispute claim, would the CPUC approve of the inclusion of a dispute resolution clause that includes non-binding mediation as a prerequisite to arbitration?

A: No.

65. The BEAD_cost_sheet requires respondents to provide costs based on either number of hours or completion of deliverables depending on the line item. Fixed price performance reduces cost and project management burden on the government, mitigates against project overruns that occur with hourly/time & materials delivery, and encourages maximum competition and industry access which can enhance the number of qualified proposals received by CPUC. Will CPUC consider accepting proposals on the basis of Firm Fixed Price as an alternative to hourly/time and materials delivery?

A: No.

66. Page 25 states that each invoice shall include “A Summary of each Deliverable worked on including the Names and Number of Hours worked by each Team Member.” Will CPUC consider accepting invoices, making payments, and requiring reporting purely on the basis of deliverable completion, and not on a billable hour and expenses basis to minimize management burden on the government and prevent project overruns?

A: No.

67. Can CPUC confirm that the federal funding term included within 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements (Section 30 of document titled RFP-225NC0665 BEAD Solicitation) do not apply to subcontractors performing solely on a Firm Fixed Price Basis?

A: Question is not clear. All federal and state laws are applicable.

68. Rather than providing the results of the IT System Audit described within Section 7.13 of the draft contract, can CPUC confirm they would accept a summary of the audit results, and upon written request to make the Director of Security available to discuss the results of the relevant independent party audits?

A: Question is not clear.