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

California Public Utilities Commission (CPUC)
Request for Proposal (RFP) – Secondary Number 25NS1040
For:
Statewide Access Fund Administrator

August 20, 2026

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

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

The CPUC seeks a Contractor to administer the CPUC's Access for All Program in the geographic areas not currently served by a Local Access Fund Administrator to incentivize the expansion and availability of on-demand wheelchair accessible vehicle transportation service for people with disabilities statewide.

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 October 1, 2026 by 10:00AM Pacific Time.

Total proposal cost must not exceed $1,342,428.73. Proposals exceeding this amount will be automatically disqualified.

CPUC Point of Contact:
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1. SCOPE OF WORK AND CONTRACT TERMS

EXHIBIT A – SCOPE OF WORK

1. Background and Introduction

The California Public Utilities Commission (*hereinafter referred to as the CPUC or Commission*) regulates services and utilities, protects consumers, safeguards the environment, and assures Californians' access to safe and reliable utility infrastructure and services. The essential services regulated include electric, natural gas, telecommunications, water, railroad, rail transit, and passenger transportation companies.

The CPUC created the transportation network company (TNC) Access for All Program to implement Senate Bill (SB) 1376 (Hill: 2018), which directed the CPUC to establish a program to increase accessibility of TNC services for persons with disabilities, including wheelchair users who need a wheelchair-accessible vehicle (WAV). SB 1376 authorized the CPUC to implement the Access for All program from January 1, 2019 until January 1, 2026. On October 1, 2025, Governor Newsom signed Assembly Bill (AB) 1532 into law, which authorizes the CPUC to continue implementing the Access for All program for another six years, until January 1, 2032.

The purpose of the TNC Access for All Program is to incentivize the expansion and availability of on-demand transportation service for people with disabilities statewide. The Access for All Program provides two mechanisms to meet the statute's overall goal of expanding and improving on-demand WAV transportation service in California: one through TNCs' investments, and the other through local Access Providers. In the first mechanism, TNCs make investments to expand or improve on-demand WAV service in each county or geographic area. In return, the TNCs can file "offset requests" with the CPUC to keep some of the Access Fee revenue they collect, equal to the amount they invest in WAV service in a particular county in a particular quarter, so long as the WAV service meets performance requirements set by the CPUC. This part of the Program is already being implemented.

In the second mechanism, the CPUC sets aside the remaining money (i.e., the money not claimed by TNCs in the offset process) in a fund called the Access Fund. These funds can then be distributed to local Access Providers through "Access Fund Administrators" (AFAs).

Consistent with CPUC Decision (D.) 21-03-005, this term is used to generally refer to both the Local Access Fund Administrators (LAFAs) and the Statewide Access Fund Administrator (SAFA) or the Contractor. AFAs assist CPUC's Consumer Protection and Enforcement Division (CPED) staff by administering the local WAV program, and by contracting with and obligating available funds to eligible Access Providers. Access Providers are organizations or entities that directly provide, or contract with a separate organization or entity to provide on-demand transportation to meet the needs of persons with disabilities, including individuals who need access to a WAV.

The CPUC has decided that local transportation planning agencies (Metropolitan Planning Organizations; Regional Transportation Planning Agencies; County Transportation Commissions;

and Local Transit Agencies) are best suited to administer the Access Fund at the local level.[1] The CPUC recognizes that transit agencies in areas with available funds may choose not to apply or may not qualify to be an AFA, or that selected transit agencies will not cover all geographic areas of the State. Therefore, the CPUC set forth a parallel process for CPUC staff to solicit and retain an independent entity to act as a Statewide Access Fund Administrator in order to serve as the AFA in geographic areas where there is no selected AFA.[2] The SAFA may be a private or non-profit entity, or another California State agency.

On February 10, 2025 the SAFA contract was executed and awarded to GCAP Services, Inc. for Funding Year 2026 (funding cycle 5) utilizing remaining Access Funds from Cycles 1-4 in geographic areas where no LAFA was selected.

On June 26, 2025, CPUC Resolution TL-19154 approved fifteen LAFAs for Funding Year 2025-2026 (Cycle 5) to administer the TNC Access for All Program locally for their respective county or counties:

i. Alameda County Transportation Commission (Alameda)
ii. Contra Costa Transportation Authority (Contra Costa)
iii. Fresno Council of Governments (Fresno)
iv. Los Angeles County Metropolitan Transportation Authority (Los Angeles)
v. Redding Area Bus Authority (Shasta)
vi. Sacramento Regional Transit District (Sacramento)
vii. San Diego Association of Governments (San Diego)
viii. San Francisco Municipal Transportation Agency (San Francisco)
ix. San Joaquin Regional Transit District (San Joaquin)
x. San Luis Obispo Council of Governments (San Luis Obispo)
xi. Santa Barbara County Association of Government (Santa Barbara)
xii. Santa Cruz County Regional Transportation Commission (Santa Cruz)
xiii. Solano Transportation Authority (Solano)
xiv. Transportation Agency for Monterey County (Monterey)
xv. Ventura County Transportation Commission (Ventura)

On July 2, 2026, CPUC Resolution TL-19157 approved seventeen LAFAs for Funding Year 2026-2027 (Cycle 6) to administer the TNC Access for All Program locally for their respective county or counties. Redding Area Bus Authority was approved, however has since rescinded their LAFA status and will seek to become an Access Provider in their county instead:

i. Alameda County Transportation Commission (Alameda)
ii. Contra Costa Transportation Authority (Contra Costa)
iii. Fresno Council of Governments (Fresno)
iv. Kern Council of Governments (Kern)
v. Los Angeles County Metropolitan Transportation Authority (Los Angeles)
vi. Metropolitan Transportation Commission (Marin)
vii. Metropolitan Transportation Commission (Napa)
viii. Sacramento Regional Transit District (Sacramento)
ix. San Diego Association of Governments (San Diego)

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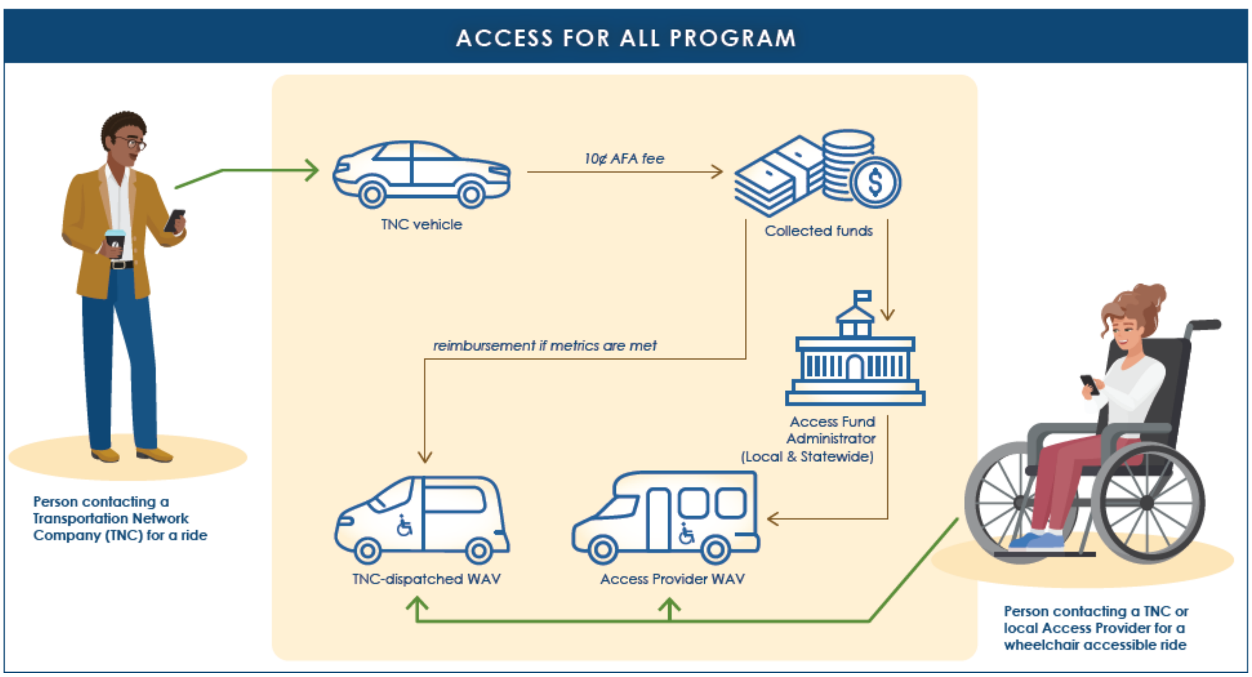
[1] *See* D.21-03-005 (http://docs.cpuc.ca.gov/SearchRes.aspx?docformat=ALL&DocID=329472459).

[2] Section 5440.5(3)(c)

x. San Francisco Municipal Transportation Agency (San Francisco)
xi. San Joaquin Regional Transit District (San Joaquin)
xii. San Luis Obispo Council of Governments (San Luis Obispo)
xiii. Metropolitan Transportation Commission (San Mateo)
xiv. Santa Barbara County Association of Government (Santa Barbara)
xv. Metropolitan Transportation Commission (Santa Clara)
xvi. Santa Cruz County Regional Transportation Commission (Santa Cruz)
xvii. Solano Transportation Authority (Solano)
xviii. Metropolitan Transportation Commission (Sonoma)
xix. Transportation Agency for Monterey County (Monterey)
xx. Ventura County Transportation Commission (Ventura)

Although counties served by a LAFA may vary every year, as of July 3, 2026, 38 counties have yet to be served.

The selected SAFA will administer the Access for All program in the remaining geographic area(s) not already served by the LAFA for Cycle 6 funding. Specifically, pursuant to D.20-03-007 Ordering Paragraph 30, "The Consumer Protection and Enforcement Division is authorized to begin soliciting and selecting one or more independent entities to: (1) serve as a Statewide Access Fund Administrator in geographic areas where no Access Fund administrator is designated, (2) assist with the completion of the 2024 report to the Legislature[3]." For guiding principles for both LAFA and SAFA, you can access the Program and Overview Requirements on the CPUC website here.



2. Statement of Work

[3] The task of preparing the report to the Legislature was completed by CPUC staff and will not be within the scope of work for the SAFA.

The Contractor's primary role as the SAFA is to administer the Access for All Program in the geographic areas not currently served by a LAFA. Similar to the LAFA, Decision D.20-03-007 tasks the SAFA with developing local WAV programs by contracting with and obligating available funds to eligible Access Providers in accordance with criteria adopted by the CPUC. The responsibilities of a Statewide Access Fund Administrator are as follows:

a) Establish a process for Access Provider solicitation
b) Select Access Providers to receive Access Fund moneys based on criteria adopted by the CPUC
c) Obligate available Access Fund moneys to selected Access Providers
d) Submit a consolidated report quarterly to the CPUC in a format and timeline specified by CPED with individual reports prepared by Access Providers
e) Submit annual and other quarterly reports as required by the CPUC to ensure that progress is made toward the broader goals and objectives of the program, SB 1376, and AB 1532.
f) Assist CPED with multiple progress reports directed by the CPUC including Annual Benchmark reports:
   - A study on the demand for on-demand WAVs, including demand according to time of day and geographic area
   - An analysis of the quarterly reports required to be submitted by Access Providers receiving funding
   - An analysis of the availability of unallocated funds in the Access Fund, including recommendations on the need to reassess Access Fund allocations
g) Assist CPED to conduct surveys of program awareness in all counties

The table below represents the major milestones and reporting schedule during the contract term.

	SAFA Program Schedule:	Due Date
	Kick Off meeting	TBD
	SAFA selects Access Providers (APs)	July 1, 2027
	SAFA receives funds for Access Providers from CPUC	September 1, 2027
	Access Provider receives Access Funds from SAFA	September 30, 2027
	Access Funds liquidated by Access Providers	June 30, 2028
	SAFA Needs Assessment Due	August 30, 2028
	Project Close-out meeting to present Assessment Report	September 15, 2028
	Contract ends	September 30, 2028
	Reporting Schedule*:	
	SAFA Report to CPUC administrative costs, progress of engagement with disability communities and Progress of Access Provider Solicitation (45 days end of each quarter)	May 15, 2027 August 14, 2027
Q1	AP Q1 27/28 report due to SAFA (30 days after end of each quarter)	October 30, 2027
	SAFA report to CPUC administrative costs, progress of engagement with disability communities, and Access Provider Solicitation (45 days end of each quarter)	
	Q1 27/28 Consolidated report due to CPUC (45 days end of each quarter) Progress and amount of Access Funds used by APs (Quarterly)	November 14, 2027
Q2	AP Q2 27/28 report due to SAFA (30 days after end of each quarter)	January 30, 2028
	SAFA report to CPUC administrative costs, progress of engagement with disability communities, and Access Provider Solicitation (45 days end of each quarter)	
	Q2 27/28 Consolidated report due to CPUC (45 days end of each quarter) Progress and amount of Access Funds used by APs (Quarterly)	February 14, 2028

Q3	AP Q3 27/28 report due to SAFA (30 days after end of each quarter)	April 30, 2028
	SAFA report to CPUC administrative costs, progress of engagement with disability communities and Access Provider Solicitation (45 days end of each quarter)	
	Q3 2027 Consolidated report due to CPUC (45 days end of each quarter) Progress and amount of Access Funds used by APs (Quarterly)	May 15, 2028
Q4	AP Q4 27/28 report due to SAFA (30 days after end of each quarter)	July 30, 2028
	Report to CPUC administrative costs, progress of engagement with disability communities, and Access Provider Solicitation (45 days end of each quarter)	
	Q4 27/28 Consolidated report due to CPUC (45 days end of each quarter) Progress and amount of Access Funds used by APs (Quarterly)	August 14, 2028
	Program progress report and self-assessment (Annually)	
	Report to CPUC unobligated funds (Annually)	
	Process and outcome of solicitation of Access Providers and SAFA information (Annually)	August 30, 2028

* Reports must be submitted via email to tncaccess@cpuc.ca.gov

3. Tasks and Deliverables

The following tables identify the deliverables and objectives to be completed by the Contractor and delivered to the CPUC.

Task 1: Develop a Project Work Plan

The Contractor shall develop a work plan to establish a process for Access Provider Solicitation and that addresses the requirements in this Scope of Work.

The Work Plan must establish a clear and effective methodology to track and verify all terms, requirements, and conditions that Access Providers are required to meet under D.20-03-007.
The Work Plan must include strategies and methodologies to successfully meet and complete Tasks 2 - 10.

Deliverable 1a Draft Work Plan

The Contractor shall draft Project Work Plan which must contain, but is not limited to, a list of resources, roles and responsibilities of each team member, Gantt chart with milestones and goals, and identified constraints in Access Provider solicitation. This will consist of a revision of the Project Work Plan included in the RFP response. The Contractor must provide the draft Project Work Plan in PDF format.

Deliverable 1b Final Work Plan

The Contractor shall provide a Final Work Plan. The Final Work Plan must be provided in PDF format.

Task 2: Quarterly Report on Progress of Access Provider Solicitation

D.20-03-007, Ordering Paragraph 31(e) orders the Statewide Access Fund Administrator to submit on a quarterly basis: (1) the amount of Access Funds requested by and distributed to Access Providers in a quarter, and (2) a brief description of the progress made by selected Access Providers, and any compliance or other challenges encountered. The Contractor shall submit an electronic version of the quarterly report in Microsoft Word to the CPUC Contract Manager and/or designated CPED staff 45 days after the end of each quarter. A template will be made available by CPED staff.

Deliverable 2a SAFA Quarterly Reports

SAFA quarterly report must be submitted by the Contractor 45 days after the end of each quarter by 5PM (PST). Provide in PDF format with supplemental CSV or XLSX files to communicate data, which may include, but are not limited to, outreach results, administrative expenditures, and funding allocation.

This deliverable shall include the following:

i. Progress of Access Provider Solicitation. Provide a detailed description of the progress in soliciting Access Providers in each quarter. Include at minimum responses to the following questions in your response:
    a. Have you begun engaging with eligible Access Providers? If so, what types of engagements have you conducted?
    b. What is your sense of the availability of eligible and interested Access Providers in each county?
    c. Have you started developing the Access Provider solicitation and / or proposal / application requirements? If so, how do you plan to evaluate proposals / applications from interested Access Providers?
    d. What other additional information regarding Access Provider solicitation to share?
    e. The Contractor is encouraged to consult with Local Metropolitan Planning Organizations, Regional Transit Planning Agencies, County Transportation Commissions, and Local Transit Agencies for a list of potential eligible Access Providers in their respective counties.

ii. Progress of Engagement with Disability Communities. The Contractor must make a good faith effort to reach out to the local disability communities in the areas in which they aim to provide service to get their input in the planning process of the Statewide Administrator's local programs. The CPUC acknowledges that the Statewide Access Fund Administrator, with the help of MPOs, RTPAs, CTCs, and Local Transit Agencies, know their local market best, including its constituents and the relevant stakeholders, and encourages the Statewide Access Fund Administrator consult with them to inform the development and implementation of the local Access Fund-funded WAV programs. The list of stakeholder constituencies is listed in the statute (see California Public Utilities Code section 5440.5 (a)(1)(A)).

    In the SAFA quarterly report, provide a detailed description of any engagement that has been conducted in each quarter with the disability community regarding the TNC Access for All program. Include at minimum responses to the following questions in your response:

a. Which disability groups or community leaders have you engaged with?
b. What methods or formats were used to engage with these groups (e.g., emails, phone calls, in-person meetings)?
    i. How many of each type of engagement was conducted?
c. What were the outcomes of these engagements?
d. Provide any other outreach that was done to promote the program, if any.
e. Is there additional information regarding engagement with disability communities to share?

iii. Track and report administrative expenditures incurred each quarter: D.21-03-005 defines administrative costs as "indirect overhead costs attributable to a project, per generally accepted accounting principles (GAAP), and the direct cost of complying with Commission administrative and regulatory requirements related to the grant itself."

In the SAFA quarterly report, the Contractor is required to track and report administrative expenditures incurred each quarter and by county. The Contractor must track the administrative cost allocation and its administrative expenditures separately from the funding allocation and its expenditures for Access Providers' services. In addition, the Contractor must also report the amount of administrative funds remaining for each quarter and by county.

iv. Track and report funding allocation and its expenditures for Access Providers' services.

v. Challenges or other information to report: Describe any challenges to fulfilling the role as a Statewide Administrator on a quarterly basis. In addition, the Contractor shall provide any other additional information CPUC should be made aware of with regards to any challenges in development and implementation of the Access Program.

<u>Task 3: Develop Access Provider Solicitation Process</u>

The Contractor shall establish a solicitation process for Access Providers, including submission logistics, deadlines, and evaluation criteria.

The Contractor is encouraged to consult with Local Metropolitan Planning Organizations, Regional Transit Planning Agencies, County Transportation Commissions, and Local Transit Agencies to understand the demand for and supply of WAV services in the respective counties during the solicitation process. The Contractor is also encouraged to execute a comprehensive, state-wide outreach strategy that strengthens engagement with potential Access Providers and public entities to foster long-term partnerships.

Deliverable 3a Draft Request for Proposal

The Contractor shall submit an electronic version of the draft Request for Proposals or Call for Projects to the CPUC Contract Manager and/or designated CPED staff for review and approval. The draft must be provided in PDF and Word format.

Access Provider Eligibility

Per Decision D.21-03-005 and D.21-11-004, for the purposes of the Access for All Program, the CPUC identifies eligible Access Providers as "transportation carrier[s] that hold a CPUC-issued permit prior to applying to be an Access Provider" or "a non-permitted transportation carrier may be eligible to apply as an Access Provider if the carrier provides documentation" that demonstrates the following:

i. Background checks: Carriers must perform background checks that meet or exceed what is required of TNCs under the TNC Applications Form.[4]
ii. Insurance: Carriers must have levels of insurance equivalent to or higher than to what is required of charter-party carriers under General Order 115.[5]
iii. Controlled substance and alcohol testing: Carriers must be enrolled in a controlled substance and alcohol testing program.
iv. Secretary of State registration: Carriers must have their articles of incorporation filed with the Secretary of State.
v. Motor Carrier Profile with California Highway Patrol (CHP): Carriers must complete the CHP 362 Motor Carrier Profile and obtain a CA Number from the CHP.[6]

An approved non-permitted carrier shall submit a declaration to the Contractor affirming compliance with each of the requirements and that each requirement is in effect during the term the carrier operates as an Access Provider.[7]

Further, Access Providers must meet the following conditions:

i. Directly provides, or contracts with a separate organization or entity to provide, on-demand WAV transportation to meet the needs of persons with disabilities.
ii. "On-demand WAV transportation" means any transportation service that does not follow a fixed route and/or schedule.

TNCs applying as Access Providers must attest to meeting the eligibility requirements to apply as an Access Provider. The attestation must be included with their application. The attestation can be downloaded from the CPUC Website under "Reporting Templates."[8]

Access Provider Application Requirements

At minimum, Access Providers need to demonstrate in their application how the proposed program or partnership will improve the following:

i. Response times for WAV service compared to the previous year and/or status quo in that county
ii. The presence and availability of WAVs within the geographic area
iii. Effort undertaken to publicize and promote available WAV service to disability communities

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[4] https://www.cpuc.ca.gov/-/media/cpuc-website/files/uploadedfiles/cpuc_public_website/content/licensing/transportation_network_companies/basicinformationfortncs.pdf

[5] https://www.cpuc.ca.gov/proceedings-and-rulemaking/cpuc-general-orders

[6] https://www.chp.ca.gov/CommercialVehicleSectionSite/Documents/H%20chp362.pdf

[7] https://www.cpuc.ca.gov/regulatory-services/licensing/transportation-licensing-and-analysis-branch/transportation-network-companies/tnc-accessibility-for-persons-with-disabilities-program/tnc---access-for-all-program-access-provider

[8] https://www.cpuc.ca.gov/regulatory-services/licensing/transportation-licensing-and-analysis-branch/transportation-network-companies/tnc-accessibility-for-persons-with-disabilities-program/tnc---access-for-all-program-access-provider

To satisfy the minimum requirements, Access Providers shall provide the following specific information as part of their application/proposal for funding (CPUC will provide application/proposal templates):[9]

i. WAV Information: Part 1 (optional for first-year applicants, as funds may be required to acquire and begin WAV service)
   a. Number of WAVs in operation – by quarter and aggregated by hour of the day and day of the week
   b. Number and percentage of WAV trips completed, not accepted, cancelled by passenger, cancelled due to passenger no-show, and cancelled by driver – by quarter and aggregated by hour of the day and day of the week. For WAV trips completed, Access Providers shall have the option to demonstrate an increase in the number of trips completed or an increase in the percent of trips completed.
   c. Completed WAV trip request response times, as well as Period A (time elapsed from when a trip is requested until the trip is accepted), and Period B (time elapsed from when a trip is accepted until the vehicle arrives) in deciles by quarter. This also includes a report of the 75th percentile response times, specifically, for that quarter.
   d. Evidence of outreach efforts to publicize and promote available WAV services to disability communities, which may include a list of partners from disability communities, how the partnership promoted WAV services, and marketing and promotional materials of those activities.

ii. WAV Information: Part 2 (required if first year applicants can't provide part 1)
   a. Narrative and justification of expected number of WAVs in operation during the first year.
   b. Outline of planned outreach efforts to publicize and promote available WAV services to disability communities, which may include a list of partners from disability communities, how the partnership promoted WAV services, and marketing and promotional materials for those activities.

iii. Safety, Training, and Insurance Information
   a. Certification that the Access Provider's WAV drivers have completed WAV driver training within the past three years.
   b. Report of WAV driver training programs used and number of WAV drivers that completed the training in the prior year.
   c. Certification that all WAVs operating on an Access Provider's platform have been inspected and approved to conform with the ADA Accessibility Specifications for Transportation vehicles within the past year.
   d. Number of complaints received related to WAV drivers or WAV services, categorized as follows: securement issue, driving training, vehicle safety and comfort, service animal issue, stranded passenger, and other.
   e. Access Providers must place the International Symbol of Accessibility (ISA) on the following locations on a WAV: passenger side door (below door handle) and rear of vehicle (right side above bumper).
   f. A signed Safety Protocol Declaration Form.

iv. Financial Information
   a. Estimated income (categorized by passenger revenue; other revenue; and total grants, donations, and subsidy from other agency funds).

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[9] *See* D.21-11-004.

b. Estimated expenses (categorized by wages, salaries, and benefits; maintenance and repair; fuels; casualty and liability insurance; administrative and general expense; other expenses; contract services).
c. Funding sources: list and explain all current and secured future sources of operating revenue, including revenue from grants, donations, and local fundraising projects that will be used to fund the Program, for the prior, current, and budget year.

v. Project Description
   a. What type of WAV-related expenses are requested and a breakdown of associated costs – for example, a proposed improvement in an existing on-demand WAV service that involves the purchase of new WAVs is an eligible type of project under the "Vehicle Costs" category. For this proposal, the applicant shall describe the type and quantity of WAVs to be purchased.
   b. How it will increase WAV availability – provide an estimate of hourly number of available WAVs resulting from the proposed improvement.
   c. How it will improve response times – provide an estimate of the improvement in response times (in the example above, what is the expected change in response times with the addition of new WAVs?). At a minimum, the estimates should work toward demonstrating improvement from the previous quarter throughout the one-year funding cycle.
   d. How the Access Provider will engage the disability communities and market the new service – provide an outreach plan that details how the Access Provider would increase awareness about its on-demand WAV service within its service area.

Deliverable 3b Final Request for Proposal

The Contractor shall provide a Final Request for Proposal or Call for Projects. The Final Request for Proposal must be in PDF format.

<u>Task 4: Access Provider Evaluation Criteria and Selection Process</u>

In D.20-03-007, the CPUC decided for counties where there is no selected Local Access Fund Administrator (LAFA) that the SAFA (Contractor) "shall distribute funds in the Access Fund on a competitive basis to Access Providers that establish on-demand transportation programs or partnerships to meet the needs of persons with disabilities, including wheelchair users who need a WAV."

To fulfill this requirement, the Contractor must develop evaluation criteria and a selection process to ensure competitiveness and consistent evaluation.

Deliverable 4a Draft Evaluation Criteria and Selection Process

The Contractor shall submit an electronic copy of the draft evaluation criteria to the CPUC Contract Manager for review and approval. Provide in PDF format.

Evaluation Criteria

This evaluation criteria should include a point system that, at minimum, allows evaluators to assess:

i. Application completeness and soundness

ii. Applicant capacity to offer on-demand WAV transportation that can be requested and fulfilled within 24 hours
    a. If there are no applicants who can provide such on-demand service, the Contractor can accept applications from other providers so long as those providers' services do not follow a fixed-route or schedule. If there are remaining funds after the Contractor has approved funding for on-demand providers, then the Contractor may distribute those funds to WAV providers that do not meet the on-demand criteria.

iii. Ability of applicant to improve response times for WAV service compared to the previous year and/or status quo
    a. Response time is defined as the time between when a WAV ride was requested and when the vehicle arrived

iv. Ability of applicant to improve presence and availability of WAVs within the geographic area compared to the previous year and/or status quo
    a. Presence and availability refer to the number of WAVs in operation by quarter and aggregated by hour of the day and day of the week

v. Evidence of efforts to publicize and promote WAV services to disability communities and/or an outreach plan for future engagement
    a. Evidence of outreach efforts may include: a list of partners from disability communities, how the partnership promoted WAV services, and marketing or promotional materials of those activities (e.g. social media, website, in-person events)

Selection Process

The Contractor shall develop and provide in a word document a selection process for selecting the Access Provider(s) from the applications received (i.e., who and how many will score the applicants; how and when will the Access Provider(s) be notified of their selection/denial). The Contractor shall select the Access Provider(s) based on the point system developed.

Deliverable 4b Final Evaluation Criteria

The Contractor shall submit a finalized electronic copy of the evaluation criteria to the CPUC Contract Manager prior to releasing the RFP/Call for Projects. Provide in PDF format.

Deliverable 4c List of Approved Access Providers

The Contractor shall provide a list of Access Providers that were selected by the Contractor to the CPUC Contract Manager within 30 days after the Access Providers are selected. Provide this list in PDF format.

<u>Task 5: Obligate and Transfer Funds to Access Provider</u>

The Contractor shall liquidate moneys (i.e., transfer all applicable funding to the Access Provider) based on generally accepted accounting principles to ensure funds are used in accordance with the conditions and restrictions adopted under the Program. Funds shall be liquidated by June 30, 2028 each calendar year—one year from when funds are obligated to the Access Provider. If the funds cannot be liquidated within one year from when the funds are obligated, the Contractor must provide an explanation in the quarterly report under "challenges/additional information" explaining why the requirement can't be fulfilled and provide a timeline of when the funds are expected to be liquidated. In addition, the Contractor must ensure that the following are in place before liquidating funds and retained for duration of the program for purpose of program audits:

i. Funding agreement or contract with the Access Provider referencing the Program Requirements and specifying the scope of work, schedule, and financial agreement.
ii. Documented process for verifying Access Provider expenses

Deliverable 5a Draft Access Provider Agreement

Develop an agreement or contract with the Access Provider referencing the Program Requirements and specifying the scope of work, schedule, and financial agreement. The Contractor shall submit an electronic copy of the draft template.

Deliverable 5b Draft Process for selected Access Providers to Receive Access Funds

The Contractor must develop a process for selected Access Providers to receive Access Funds. The Contractor shall submit an electronic copy of the draft process to the CPUC Contract Manager in PDF format for review and approval prior to any money transfer.

<u>Task 6: Provide Consolidated Quarterly Access Provider Report</u>

D.20-03-007, ordering paragraph 31(d) orders the Statewide Access Fund Administrator to submit a consolidated Quarterly Report to the CPUC Contract Manager based on Quarterly Reports submitted by Access Providers that received Access Fund moneys in each geographic area. The Contractor shall consolidate the data into a quarterly report with data reported by county and Access Provider and submit it to CPUC staff to inform whether changes to the program or status of the Access Providers are necessary. To the extent that any information submitted is claimed to be confidential, the Access Provider must provide a public redacted version, in addition to the confidential version, and comply with the confidentiality requirements in CPUC General Order 66-D, including providing the requisite confidentiality declaration to the CPUC Contract Manager. The Contractor shall develop a process to collect the required data from Access Providers within 30 days after the end of each quarter.

It is the responsibility of the Contractor to review quarterly performance provided by the Access Providers and to determine whether performance is satisfactory or whether there is a pattern of non-compliance with the standards established by the CPUC. CPUC Contract Manager will make the determination whether non-compliant Access Providers shall be suspended or disqualified from receiving future funds.

*D.20-03-007 provides that some of the required information may be inapplicable or unavailable at the time of the application as some of the Access Providers might be offering newer services. The applicant should explain why the information is unavailable or not applicable, but the applicant should not be disqualified for being unable to provide the information.

Deliverable 6a Consolidated Access Provider Quarterly Report

The Contractor shall consolidate the data into an Access Provider quarterly report and submit an electronic version in the recommended format to the CPUC Contract Manager. The Consolidated Access Provider Report will be due on or before COB 5 PM (PST) 45 days after the end of each quarter. The report should be in PDF format with supplementary CSV or XLSX files as needed to report data concisely.

This deliverable shall include the following from the Contractor, reported by county and Access Provider (a report template will be provided by CPUC):[10]

i. Number of WAVs in Operation* (CSV)
ii. Number and percentage of WAV trips completed, not accepted, cancelled by passenger, cancelled due to passenger no-show, and cancelled by driver* (CSV)
iii. Completed WAV trip request response times* (CSV)
iv. Trip Completion Rate* (CSV)
v. Evidence of outreach* (CSV and PDF)
vi. Report of WAV driver Training Programs (CSV)
vii. Number of complaints (CSV)
viii. Funds Expended (CSV)
ix. Contract Information (CSV)
x. Signed Safety Protocol Declaration Form (PDF)

*D.20-03-007 provides that some of the required information may be inapplicable or unavailable at the time of the application as some of the Access Providers might be offering newer services. The applicant should explain why the information is unavailable or not applicable, but the applicant should not be disqualified for being unable to provide the information.

Task 7: Website

Contractor shall develop and maintain a webpage.

Deliverable 7a Develop, Update,Maintain Website, and Communications

The Contractor will provide a mockup of the webpage via email to CPUC Contract Manager for review and approval before the webpage goes live. The final website link must be emailed to CPUC Contract Manager by September 30, 2027 or 90 days after the obligation of funds to Access Provider(s), whichever is earlier.

The webpage shall include at minimum, but not limited to, the following information:

i. Information on SB 1376 and AB 1532
ii. Eligibility requirements for Access Providers
iii. Access Provider Application Process including deadlines
iv. Link to CPUC's Access for All Program website (www.cpuc.ca.gov/tncaccess/)
v. List of approved Access Providers by county including contact information and website links for each (updated as needed)

All substantive information and functionality must be approved by the CPUC before posting to this website.

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[10] https://www.cpuc.ca.gov/regulatory-services/licensing/transportation-licensing-and-analysis-branch/transportation-network-companies/tnc-accessibility-for-persons-with-disabilities-program/tnc---access-for-all-program-access-provider

The Contractor shall identify and develop content for public dissemination on the CPUC's Website about interim and final findings of the evaluation.

Task 8: Self-Assessment Report

The Contractor is required to submit a self-assessment describing their program's progress, including its process to solicit Access Providers, any challenges faced, including the type of Access Providers that apply for funding and the number of applicants who applied for each county and were approved during each funding year.

Deliverable 8a Self-Assessment Report

The Contractor shall submit an electronic version of the self-assessment report in Microsoft Word and PDF to the CPUC Contract Manager, due on or before 5 PM (PST) 60 days after the liquidation of funds of the Access Provider (no later than August 30, 2028).

Task 9: Customer Surveys

The Contractor shall work with their contracted Access Providers to conduct surveys of Access for All WAV users to evaluate the success of the program. The purpose of these surveys is to gather program information useful to the Contractor's implementation and the CPUC's management of the Access for All Program. The Contractor shall work with the CPUC Contract Manager to ensure that survey design meets the needs of the CPUC and the Contractor and can be readily carried out by the Contractor. Survey questions may address a variety of types of information, including but not limited to, demographics, ethnicity, how the person learned about the program, etc. All survey questions or interview scripts shall require the written approval of the CPUC Contract Manager.

Deliverable 9a Develop and Disseminate Survey

The Contractor will develop and disseminate surveys to the public to gather information on the awareness, benefits, and barriers to access the Access for All Program. The Contractor shall submit an electronic copy of the draft survey in PDF and interactive formats to the CPUC Contract Manager for review and approval prior to dissemination.

Deliverable 9b Report Summarizing Results of Survey

The Contractor shall submit an electronic version of the report summarizing the results of the survey in Microsoft Word and PDF to the CPUC Contract Manager.

Task 10: Meetings and Communications

The Contractor will be responsible for taking meeting minutes for all CPUC and external meetings and maintaining the documentation in the designated CPUC document repository.

Deliverable 10a Meetings: Attend 1 Kickoff Meeting

The Contractor will attend an in-person or virtual kickoff meeting with representatives from CPUC. At minimum Key Staff present shall include CPUC's Contract Manager, CPUC's Contract

Manager's Supervisor, the Contractor's Contract Manager, Project Manager, and Supervisor/Lead Staff. The Contractor may include additional key personnel positions, if necessary.
Meeting agenda will include but is not limited to the following: Introductions; About CPUC; Program Background; SAFA Roles and Responsibilities; Deliverables and Timelines; Meetings; and Next Steps.

Deliverable 10b Meetings: Attend Monthly Check-In Meetings with CPUC and Local Access Fund Administrators

The Contractor will attend monthly virtual check-in meetings with CPUC Contract Manager, other CPUC staff, and Local Access Fund Administrators.

Deliverable 10c Meetings: Facilitate and Attend Monthly Meetings for Access Provider Status Updates

The Contractor will facilitate monthly virtual meetings with CPUC Contract Manager and other CPUC staff for status updates regarding Access Provider Solicitation and implementation.

The Contractor shall provide CPUC with a summary of the issues discussed during the meetings with Access Providers regarding updates on Solicitation and program implementation.

The Contractor will maintain adequate and timely communication with the CPUC Contract Manager at all times to discuss issues or concerns regarding the Contract and/or work activities in performing the objectives. At a minimum, the Contractor will meet with a representative from CPUC, once a month, to update CPUC on work performed, deliverables achieved, and changes in expectations for deliverables.

The Contractor shall provide an itemized progress report on a monthly basis, in either Word or PDF format, detailing which deliverables and/or tasks were completed and how. The Contractor should include the hours spent on the following deliverables and/or tasks, resources used, and any difficulties involved in implementing the Contractor's work plan. This itemized progress report will be presented to CPED three days prior to a scheduled meeting, including an agenda, orchestrated by the Contractor to discuss progress as well. The Contract Manager will review and, if complete, will accept and approve the work prior to invoicing.

Deliverable 10d Meetings: Facilitate Ad Hoc Meetings

The Contractor may be requested to facilitate ad hoc meetings with disability organizations or other agencies.

The Contractor shall provide CPUC with a summary of the issues discussed during the ad hoc meetings regarding updates on Solicitation and program implementation.

The Contractor shall provide CPUC with a summary of the issues discussed during the ad hoc meetings in addition to meetings with Access Providers regarding updates on Solicitation and program implementation.

Deliverable 10e Communications: Communications and Meeting Log (Including Preparations)

The Contractor will develop and retain a detailed Communications and Meetings Logs describing when the Contractor participated and gathered with CPUC and Access Providers. The Logs must be provided to the CPUC Contract Manager monthly along with the invoices to both the Contractor and CPUC. Individual logs must be developed for CPUC and external meetings.
The Logs must include:

i. Information on meeting activities.
ii. The date
iii. Time
iv. Attendees
v. Duration
vi. Summary of discussion
vii. Action items pending and completed

Due five (5) business days after the end of each month.

Deliverable 10f Communications: Maintain Timely Communications with the APs on an as-needed basis

The Contractor will maintain adequate and timely communications with the Access Providers to discuss issues or concerns regarding the program on an as-needed basis.

Deliverable 10g Project Close-Out Meeting (required only once at term end)

The contractor shall conduct a project close-out meeting at project conclusion, at which the Self-Assessment Report will be presented. At minimum Key Staff present shall include CPUC's Contract Manager, CPUC's Contract Manager's Supervisor, the Contractor's Contract Manager, Project Manager, and Supervisor/Lead Staff. The Contractor may include additional key personnel positions, if necessary.

4. <u>Contractor Requirements</u>

a) Contractor will take into account any edits or comments related to draft deliverables and incorporate into the final version of those deliverables.

b) The Contractor is responsible for providing all staff necessary to fulfill the services and requirements defined in this SOW. The Contractor is responsible for employing an approach for staff management that facilitates a productive working relationship with CPUC staff, Local Access Fund Administrators, Access Providers, Disability Communities, and the Local County Transportation Agencies. The Contractor's staff will proactively coordinate and work collaboratively with the CPUC. The Contractor's staff are considered employees of the Contractor and are not CPUC or State employees.

c) The Contractor is responsible for recruiting, hiring, training, and supervising staff dedicated to the performance of SAFA tasks, including but not limited to: project management, information management, authorized procurement of goods and services, and general clerical and administrative functions. Contactor Key Personnel staff should have general familiarity with transportation requirements for the Access for All Program. All costs associated with the employees (e.g., recruiting, hiring, training, equipment, and supervision) are the sole responsibility of the Contractor.

d) The Contractor is responsible for ensuring all Contractor staff clearly understand both initial and ongoing roles and responsibilities, how the team and assignments relate to the Project, and the overall status and plans. The CPUC requires all Contractor staff to work together cooperatively and collaboratively in the best interest of the CPUC.

e) All Contractor staff must have good oral, visual, and written communication skills. One aspect of good oral communication skills includes the ability to exhibit language and cultural sensitivity during the communication process. All Contractor staff must prepare for and actively participate in designated Project meetings; represent the best interests of the CPUC; identify and escalate issues as appropriate; and contribute to required status reports.

f) The Contractor shall provide within one (1) business day of a CPUC request, the current organization chart of the Contractor's Project team, including the names of all Key Staff and position titles, and maintain the current organization chart in a location (e.g., SharePoint) accessible by the CPUC. The Contractor shall update the organization chart when there are changes and notify the CPUC Project Manager.

g) Key Staff shall include the Contractor's Contract Manager, Project Manager, and Supervisor/Lead Staff. The Contractor may offer additional key personnel positions, if necessary, in response to the requirements of this SOW.

h) The duties and responsibilities of the Contractor's Contract Manager include:

   i. Provide an executive level of oversight for the contract and serve as the primary senior management point of contact for the contract and operations of the Access for All Statewide Fund Administrator Program;
   ii. Manage all issues associated with contractual obligations, contract modifications, discrepancies, and other issues between Administrator, CPUC, Access Providers, Subcontractors, and other business entities; and
   iii. Be informed and accountable for all issue resolutions regarding the contractual obligations of the Contractor.

i) The Project Manager will be responsible for providing day-to-day management of Contractor resources and activities, including overall performance and contract compliance. The Project Manager will act as the primary interface with the CPUC Contract Manager. The Project Manager will ensure that the Contractor personnel possess the appropriate skills and experience necessary to fulfill the responsibilities of the contract and are available throughout the life of the contract. The duties and responsibilities of the Contractor's Project Manager include:

i. Responsible for the execution and overall management of the contract and the Contractor's Team.
ii. Responsible for managing staff assigned to perform the duties of this Contract, including hiring, training, and supervision.
iii. Act as a liaison with the CPUC Contract Manager to confirm CPUC expectations are met.
iv. Work cooperatively with the CPUC Contract Manager to resolve escalated issues including, but not limited to, contractual requirements, risk mitigation, and any other issue that requires executive management attention.

j) The Supervisor or Lead Staff will oversee project operations in the absence of the Project Manager. The Supervisor will be responsible for overseeing the day-to-day activities with the processing functions of the Access for All Program and integration of all Access for All Program components. The Supervisor will have an overall understanding of all aspects of the Contract and will handle working with new employees, including setting up training and schedules to fulfill the requirements of this SOW. The duties and responsibilities of the Supervisor/Lead staff include:

i. Ensure the requirements of the SOW are fulfilled.
ii. Engage with the CPUC Management Team on a day-to-day basis or as needed to ensure the project receives the required commitment and support.
iii. Proactively collaborate and coordinate with the Access Providers, Local Transportation Agencies, LAFAs, and Disability Communities.
iv. Communicate and report on project progress, risks, and issues on an ongoing basis.
v. Prepare special reports and presentations related to the project.
vi. Identify and bring forward innovation recommendations that will provide the highest value to the CPUC and the Access for All Program business operations.
vii. Access Provider interactions,
viii. Local Access Fund Administrator interactions,
ix. Disability Community interactions,
x. Local Transportation Agency interactions,
xi. Responsible for overseeing the day-to day financial transactions,
xii. Report any waste, fraud, and abuse of funds from the Access Provider,
xiii. Designing processes/systems that support continuous operations and managing/improving/automating these processes and systems in order to achieve the requirements outlined in the SOW.

5. <u>CPUC Responsibilities</u>

The CPUC shall:

a. Provide written edits and comments on all draft deliverables in a timely matter.

b. Provide access to business and technical documents as necessary for the Contractor to complete the tasks identified in the contract.

c. Oversee the Contractor's performance, completion of required services, prompt feedback and approval of deliverables.

d. Establish and monitor program schedule to ensure timely submittal of deliverables.

e. Provide recommendations and guidance to the Contractor to help meet the statute's goal to increase on-demand WAV service throughout California.

f. Track, review, assess, and approve deliverables from the Contractor.

g. Review and process invoice payments to Contractor.

h. Provide funding amount by May 1st each year to the Contractor.

i. Allocate and transfer eligible funds for Access Providers to the Contractor by September 1 each year.

j. Solely approve all deliverables according to the following Acceptance Criteria:

   i. There must be a signed acceptance document by the CPUC Contract Manager for each deliverable before invoices can be processed for payment.
   ii. Deliverables must be in the format that can be used by the CPUC. This includes all PDF documents being in normal, searchable format (not a scanned document format).
   iii. If a deliverable is not accepted, the CPUC Contract Manager shall provide the rationale in writing within five (5) business days of receipt of the deliverable.

6. Funding Allocation

For the initial term (January 1, 2027 - September 30, 2028), the total available funding is $8,949,524.85. A maximum amount of 15% or $1,342,428.73 will be allocated to the Contractor for administrative costs. The remaining 85% or $7,607,096.12 will be allocated to the Access Providers to provide WAV service.

For future cycles the amount of Access Funds available to the Statewide Access Fund Administrator and the Access Providers will depend on the following:

a. Total amount of Access Fees ($0.10 per TNC trip originating in California) collected from each geographic area
b. TNCs' own investments in on-demand WAV expansion by geographic area
c. Access Fund Administrators' participation at the local level

By May 1 of every year, CPUC will determine the dollar amounts available for future cycles.

7. Location and Hours

a. The services shall be performed remotely at the Contractor's office.

b. The Contractor shall perform services during normal business hours 8:00 a.m. to 5:00 p.m. Pacific Standard Time (PST), Monday through Friday, except State of California holidays as per the California Department of Human Resources.[11]

8. Term Length

The initial term of this Agreement will be from January 1, 2027 through September 30, 2028.

9. 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 by DGS as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

b. This Agreement will have three (3) one-year optional extensions for time and funds to continue performing the services outlined in this scope of work. If the first additional 1-year extension is exercised, the end date will be September 30, 2029. If the second additional 1-year extension is exercised, the end date will be September 30, 2030. If the third additional 1-year extension is exercised, the end date will be September 30, 2031. See attached Exhibit A-2 Extension Schedule for a visual representation.

c. Since the available 15% administrative cost will fluctuate every year, and the future amounts are unknown, if the CPUC chooses to utilize a one-year extension, the Contractor will be required to complete an updated cost worksheet based on the available funds and required work for that year. The first optional one-year extension shall not exceed 3.3 million dollars. The second additional one-year extension shall not exceed 4.7 million dollars and the third additional one-year extension shall not exceed 5.3 million dollars. The Contractor's rates for each deliverable for the optional amendments must remain the same as was originally bid. The CPUC will then include this updated cost worksheet in the contract amendment.

10. Contract Representatives

The Contract Representatives during the term of this Agreement:

State Agency: **Public Utilities Commission**	**Contractor:**
Section/Unit: CPED	
Name: Anna Jew	Name:
Phone: 415-703-3087	Phone:
Email: anna.jew@cpuc.ca.gov	Email:

[11] https://www.calhr.ca.gov/employees/Pages/state-holidays.aspx

Either party may update their representative during the term of the agreement by providing written notice of the change to the other party. Soley updating the contract representative shall not trigger a contract amendment.

EXHIBIT B – BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

A. Payments

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

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

B. Budget Transfer Request

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

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

C. Invoice Details

Each invoice shall include the following details:

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

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

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

D. Invoice Submission

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

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

E. Disbursements to Access Providers

Once an Access Provider is selected in a particular county by July 1, the Contractor must provide the following information about each of the approved Access Provider(s) to the CPUC Contract Manager no later than July 30 (30 days after Access Providers are selected):

I. Name of Access Provider
II. The geographic area of where the Access Provider will be providing WAV service
III. The funding agreement amount
IV. Copy of the Funding agreement or contract with the Access Provider
V. An Invoice containing the following:

- Date of invoice
- Identify the Cycle and the year the funds will be utilized by the Access Providers
- List of selected Access Providers including the county and approved amount
- Must be accurate and signed under penalty of law

Once the CPUC receives the required information from the Contractor of all the approved Access Providers throughout the State, the CPUC Contract Manager will proceed with initiating the Access Provider fund disbursements to the Contractor. The Contractor's responsibility is to liquidate moneys (i.e., transfer all applicable funding to the Access Provider) based on generally accepted accounting principles per D.20-03-007 to ensure funds are used in accordance with the conditions and restrictions adopted under the Program.

The above information must be provided within the timelines of the SAFA contract agreement. The SAFA shall package the required documents and information from the Access Provider and submit to CPUC via email to tncaccess@cpuc.ca.gov along with one invoice.

CPUC staff will review the information provided by the SAFA for accuracy and completeness and approve qualified Access Providers. Once approved, CPUC staff will initiate the processing of the selected Access Provider payments (up to 85% Access Provider Funds) via the CPUC's Fiscal Office by submitting a voucher within 30 days of SAFA submittal. Note that the State Controller's Office, not the CPUC, will issue payment to the SAFA in the form of a check. The check will be mailed to the address indicated on the STD 204 Form within 60 days of SAFA submittal.

The CPUC will process and approve payment of the Access Provider funding (the funding portion for only approved Access Providers) from the Access Fund on an annual basis unless the SAFA extends the Access Provider funding agreement through which additional funding can be provided by repeating the steps in this section. These funds are only to be allocated to the approved Access Providers indicated on the funding agreement through the SAFA. CPUC will release the funds for the approved Access Provider application directly to the SAFA from the appropriation.

After the SAFA receives the check, the SAFA will deposit/transfer the Access Provider funds to an escrow account approved by CPUC. The SAFA will then distribute the Access Provider funds consistent with the agreement between the SAFA and Access Provider.

Per D.21-03-005 Ordering Paragraph 9, a qualifying expense for an Access Provider is (1) a reasonable, legitimate cost that improves wheelchair accessible vehicle service, and (2) on the list of eligible WAV expense attached as Appendix A in Decision D.20-03-007. The Access for All Program can be implemented by the Contractor as either a grant or a reimbursement program as long as obligated funds are liquidated within one year of obligation (July 1 – June 30). Funds shall be liquidated by June 30 each calendar year – or one year from when funds are obligated to the Access provider.

Access Provider Disbursement Estimated Timeline:

Access Provider Disbursement Estimated Timeline	
July 1, 2027	Contractor selects Access Providers
July 30, 2027	Contractor provides Access Provider information to Contract Manager
September 1, 2027	Contractor receives funds for Access Providers from CPUC
September 30, 2027	Access Provider receives Access Funds from Contractor
June 30, 2028	Access Funds liquidated by Access Providers

For additional information on the disbursement process, you can access the Program and Overview Requirements on the CPUC website here.

F. Travel

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

G. Reporting Requirement of Small Business and DVBE Subcontractors

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

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

H. 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. <u>Budget Contingency Clause</u>

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. <u>Prompt Payment Clause</u>

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

EXHIBIT C - GENERAL TERMS AND CONDITIONS

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 contacting the State's Contract Manager listed in the scope of work.

EXHIBIT D - SPECIAL TERMS AND CONDITIONS

1. Excise Tax

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

2. Dispute Resolution

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

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

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

3. Subcontracts

A. No work shall be subcontracted without the prior approval of the State's Contract Manager. Upon termination of any subcontract, the State shall be notified immediately.

B. If the terminated subcontractor is a DVBE, the contractor must replace that subcontractor with another DVBE subcontractor, and such replacement must be approved by the Commission. Failure to adhere to DVBE Participation will be reported to DGS DVBE program for possible enforcement action, including without limitation be cause for contract termination and recovery of damages under the rights and remedies due the state under the default section of the contract.

C. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

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

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

4. <u>Commission Staff</u>

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

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

5. <u>Commencement of Work</u>

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

6. <u>Ownership of Data</u>

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

7. <u>Confidentiality and Data Safeguards</u>

DEFINITIONS:
7.1 **Confidential Information** means any non-public information, whether in written, oral, graphic, electronic or any other form, including without limitation, unpublished financial information, state plans and practices, and projections, and marketing data, business, financial, technical information, user manuals, forecasts, analyses, software and processes, or information which would be deemed by a reasonable person to be confidential or proprietary in nature. Confidential Information also means an individual's health, genetic or biometric information, race, ethnic origin, sexual orientation, religious or political, beliefs/affiliation, or criminal record. The contracting state agency may also designate information as "Confidential" or "Proprietary."
7.2 **Personal Information** as set forth in Civil Code section 1798.3, subdivision (a) of the California Information Practices Act (§1798 et. seq) means any information that is maintained by an agency that identifies or describes an individual, including, but not limited to, their name,

social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It includes statements made by, or attributed to, the individual.
7.3 **State Data** means all information and data owned by the State and submitted to, processed by, or stored by the Contractor and includes, but is not limited to, all data/information that originated with the State, all data/information provided by the State, and data/information generated, manipulated, produced, reported by or otherwise emanating from or by applications run by the State. State Data encompasses Confidential Information and Personal Information.
7.4 **Security Incident** means any actual or suspected unauthorized access, destruction, loss, theft, use, modification, or disclosure of State Data.

DATA PRIVACY AND CONFIDENTIALITY:
7.5 Contractor shall not collect, use, retain, disclose, sell or otherwise make use of State Data for Contractor's own commercial purposes or in a way that does not comply with the purpose of this Contract or applicable law. If an applicable law requires Contractor to disclose State Data, the Contactor must first inform the State of the legal requirement and give State an opportunity to object or challenge the requirement, unless the applicable law prohibits such notice.
7.6 Contractor shall ensure confidentiality and security of State Data. Contractor shall ensure that all its personnel as well as personnel of its subcontractors with access to State Data comply with security and confidentiality obligations set forth in the Contract.
7.7 Contractor will not disclose State Data or allow access to such information to any third party without the State's prior written consent; provided, however, that Contractor may disclose State Data to its affiliates and subcontractors for purposes of providing the services to the State under this Contract. Contractor will be liable for all actions by the subcontractor related to the use, processing and/or disclosure of State Data.
7.8 Contractor will return or render permanently unreadable and unrecoverable all State Data at the end of this Contract or upon the State's written request unless State Data must be retained by Contractor to comply with applicable laws. Erasure or destruction of all State Data in Contractor's possession shall be in accordance with State's standard for data destruction, which State shall provide to Contractor. If requested, Contractor shall provide certification of destruction to State.

DATA PROTECTION:
7.9 Contractor shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards in accordance with applicable laws, policies, and regulations at all times during the Contract term to protect State Data, systems, and services, from unauthorized or unlawful use, access, modification, disclosure or destruction, introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts.
7.10 Unless otherwise specified in the Contract or Statement of Work, upon discovery or reasonable belief of any Security Incident, Contractor shall notify the State in writing by the fastest means available, in no event greater than 48 hours after such discovery or belief. Contractor's notification shall identify, to the full extent known to Contractor:

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

and

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

7.11 Contractor shall take prompt corrective action to mitigate any risks or damages involved with the Security Incident.
7.12 If Contractor experiences a Security Incident, the State shall determine whether notification to any individuals whose State Data has been improperly accessed, lost or breached is appropriate. If Confidential Information or Personal Information is reasonably believed to have been improperly accessed or acquired by an unauthorized person as a result of a Security Incident that is not due to the fault of the State or any person or entity under the control of the State, Contractor shall bear any and all costs associated with the State's notification obligations as required by all applicable laws and regulations, as well as the cost of credit monitoring. Contractor shall immediately investigate the Security Incident and shall share the investigation report with the State. The State or its authorized agents reserve the right to lead (if required by law) or participate in the investigation. Contractor shall cooperate fully with the State, its agents, and law enforcement.
7.13 If the State determines that the data loss or Security Incident is significant, at the discretion of the State, Contractor will, at its expense, have an independent, industry-recognized, State-approved third party perform an information security audit. Contractor shall immediately share the audit results with the State upon Contractor's receipt of such results. Contractor will provide the State with written evidence of planned remediation within thirty (30) days from receipt of the audit results and promptly modify its security measures.

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

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

8. Non-Disclosure

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

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

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

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

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

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

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

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

LEGAL NOTICE

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

9. <u>Termination for Convenience</u>

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

10. <u>Termination in Event of Breach</u>

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

11. <u>Waiver</u>

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

12. <u>Gratuities</u>

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

B. In the event this contract is terminated, State shall be entitled (i) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the contract by the Contractor, and (ii) to a penalty in addition to any other damages to which it may be entitled by law, and to exemplary damages in an amount which shall be not less than three nor more than ten times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

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

13. <u>Conflict of Interest</u>

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

Manager promptly of any potential conflict of interest, including subcontractors. The Commission may exercise its option to terminate this Agreement if a conflict is found.

14. Complete Agreement

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

15. Captions

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

16. Force Majeure

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

17. Tax Delinquencies

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

18. Registration with Secretary of State

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

19. Insurance Requirements

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

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

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

C. General Provisions Applying to All Policies

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

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

D. 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).

20. <u>SB/DVBE Participation Programs</u>

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

B. Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in Military and Veterans Code section 999.9, or Public Contract Code sections 10115.10 or 4110 (applies to public works only).

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

1) The total amount the contractor received under the contract.
2) The name and address of the DVBE that participated in the performance of the contract and the contract number
3) The amount and percentage of work the Contractor committed to provide to one or more DVBE under the requirements of the contract and the amount each DVBE received from the Contractor.

4) That all payments under the contract have been made to the DVBE(s). Upon request by the awarding department, the Contractor shall provide proof of payment for the work.

D. STD 817 shall be used for Contractor's certification and provided to the State's Contract Administrator within 60 days of the end of the contract term. STD 817 is located at the following internet site:
https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std817.pdf

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

21. 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.

22. Evaluation of Contractor

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

23. 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.

24. 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.

25. <u>Conditions of Service</u>

A. Contractor will abide by all State and Federal laws in performance of this contract.

B. Contractor and all subcontractors shall abide by all health and safety mandates issued by federal, state, and local governments and/or public health officers as well as those issued by DGS, and worksite specific mandates. If multiple mandates exist, the Contractor and subcontractors shall abide by the most restrictive mandate. The term “employee”, “worker”, “state worker” or “state employee” in health and safety mandates includes contractor and subcontractor personnel.

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

26. <u>GenAI Technology Use</u>

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

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

27. <u>Notification of Information Security Incidents</u>

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

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

2. MINIMUM QUALIFICATIONS

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

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

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

2D. Minimum Qualifications

1) Contractor's Contract Manager: Five (5) or more years of successful relevant management and administrative experience involving contract oversight, business relationship management, fiscal management, and issue resolution for contracts of similar size and complexity.
2) Contractor's Project Manager: Mandatory Experience: Five (5) or more years of successful relevant program and project management experience with funds administration and of similar size and complexity.
3) Contractor's Supervisor/Lead Staff: Mandatory Experience: Four (4) or more years of successful relevant Supervisor experience of similar size and complexity.

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

2F. **There is a mandatory 3 % DVBE participation requirement for this solicitation.** Responses submitted that do not include 3 % DVBE participation will be disqualified.

3. ADMINISTRATIVE INFORMATION

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

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

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

3D. Key Action Dates

*Key Action Dates	Date/Time
RFP Solicitation Post Date - on www.caleprocure.ca.gov	August 20, 2026
Proposer's Written Questions Submission Deadline	September 3, 2026, by 10:00AM PST
Written Answers Tentative Posting Date	September 8, 2026
Proposal Response Due Date	October 1, 2026, by 10:00AM PST
"Intent to Award" Tentative Posting Date - Posted on www.caleprocure.ca.gov	October 19, 2026
Tentative Contract Executed Date	November 16, 2026

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

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

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

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

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

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

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

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

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

3N. Generative AI Disclosure Notification Clause
The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

Bidder / Offeror must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

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

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

Government Code 11549.64 defines "Generative Artificial Intelligence (GenAI)" as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data.

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

4. SUBMISSION REQUIREMENTS

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

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

- The subject line of the Submittal Email must read:
  Response to CPUC Solicitation Number: 25NS1040

- The body of the email must read:
  DO NOT OPEN
  Solicitation Number 25NS1040 *RFP* Statewide Access Fund Administrator
  California Public Utilities Commission Contracting Unit
  ATTENTION: Daniela Isquierdo

- Offer attachments must be named the following:
  • **Solicitation Number** 25NS1040 **Proposal Package_** [*Company Name*]

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

4D. Submission Package.
Proposers must address all items in this section in their solicitation responses.

1) Cover Letter

The cover letter must include the following information:

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

2) Conflict of Interest Disclosures

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

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

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

b. 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.
c. 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.
d. 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.
e. A Team Member will be disqualified from the solicitation process for any of the following reasons:
   i. A Team Member has a conflict of interest or the appearance of which would place the CPUC in an unfavorable light.
   ii. A Team Member has participated on behalf of the CPUC, directly or indirectly, in any of the negotiations, transactions, planning, arrangement or any part of the decision-making process leading up to this solicitation.

3) <u>Resumes</u>

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

4) <u>Minimum Qualifications Documentation</u>

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) <u>References</u>

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 04/2017)
Attachment 7 - Darfur Contracting Act Form
Attachment 8 - Bidder Declaration form (GSPD-05-105)
Attachment 9 - DVBE Declaration form (DGS PD 843)
Attachment 10 - Commercially Useful Function Certification
Attachment 11 - Iran Contracting Act form
Attachment 12 - California Civil Rights Law Certification

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

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

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

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

4H. Upon proposal submittal, all documents submitted in response to this RFP will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.

5. PREFERENCE AND INCENTIVE PROGRAMS

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

5B. Small Business Preference

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

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

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

5C. DVBE Incentive

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

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

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

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

4) Proposers can access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD), online certified firm database at: www.caleprocure.ca.gov. To begin your search, click on "**Get Certified / Search for**

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

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

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

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

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

5E. Proposer with pending certification applications under review by the DGS concurrent with the proposal time frame should contact DGS/OSDS to request an expedited review/approval of their application in order to be considered for the preference or incentive during the evaluation of their solicitation response. Contact DGS/OSDS at (916) 375-4940 to obtain information about the application expedition process. Contractors must notify the CPUC in writing at the time of response submission that they have an application for SB or DVBE certification under review at the DGS Office of Small and Disabled Veteran Business Enterprise Certification, and that they wish to be considered for the SB Preference Calculation.

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

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

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

1) Is responsible for the execution of a distinct element of the work of the Contract;
2) Carries out the obligation by actually performing, managing, or supervising the work involved;
3) Is responsible with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payments;
4) Performs work that is normal for its business services and functions; and
5) Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

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

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

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

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

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

5L. Target Area Contract Preference Act (TACPA)

1) The TACPA workplace and workforce preferences will be evaluated for this solicitation. California-based companies seeking TACPA preferences will need to complete and submit preference request forms with the bid/offer. The following webpage contains required preference request forms and an interactive map to determine if a business is located within a TACPA qualified zone: Request a Target Area Contract Preference

2) By submitting TACPA forms, a bidder given a TACPA preference agrees to the TACPA contract provisions required by GC Section 4535 and provided in section 1896.40 of Title 2 of the California Code of Regulations (2 CCR 1896.40) in addition to requirements specified on the TACPA form STD 830.

6. EVALUATION CRITERIA AND PROCESS

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

1) Administrative Compliance Check

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

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

ii. All required forms are completed and signed.

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

iv. Tax delinquency and Russian sanctions eligibility confirmation.

v. Secretary of State status verification.

vi. Required DVBE participation amount confirmation.

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

2) Technical Evaluation

An evaluation team of at least three (3) CPUC staff members will review all qualified solicitation responses. The evaluation team will score each response according to the criteria listed in #3 below. **The technical evaluation is worth a total of 100 points.**

3) Evaluation Criteria

Technical Key Scoring Criteria	
Excellent	The Proposer provided a thorough, comprehensive response, and explains in detail the approach to completing the objectives, services, and deliverables in the RFP. The Proposer has identified and included additional information, such as the team's qualifications and past experience, that exceeds average experience.
Average	The Proposer's response provided a complete explanation of the approach to completing the objectives, services, and deliverables in the RFP. The Proposer has identified and included additional information such as team's qualifications and experience, that meets the minimum criteria.
Incomplete	The Proposer's response provided partial and limited details in explaining the approach to completing the objectives, services, and deliverables in the RFP and/or their qualifications do not fully meet the minimum criteria.

Technical Evaluation Criteria (100 Points)	Incomplete	Average	Excellent
Deliverable 1 – Project Work Plan (20 points) The Proposer's response clearly reflects the Proposer's effectiveness in setting a work plan schedule, workflow tracking, quality control, meeting project deadlines, and responding to client needs in a timely, organized, and competent manner. In addition, the Proposer provides a clear and effective methodology on their strategy and approach to address all the deliverables and objectives. The Proposer has incorporated within the draft work plan all related requirements associated with D.19-06-033, D.20-03-007, D.21-03-005, D.21-11-004, D.23-02-024, and the Program Overview and Requirements.[12]	0-7	8-14	15-20
Deliverable 2 – Report on Progress of Access Provider Solicitation (10 points) The Proposer's response demonstrates that the Proposer is sufficiently familiar with the reporting requirements to complete this deliverable on time and on budget. The Proposer's response addresses document management and tracking of expenditures. The Proposer has provided examples to support their approach.	0-3	4-7	8-10
Deliverable 3 – Access Provider Solicitation (10 points) The Proposer's response demonstrates that the Proposer is sufficiently familiar with establishing a competitive solicitation process to complete this deliverable on time and on budget. The Proposer's response provides their understanding of the approach and steps to take when establishing a solicitation. The Proposer's response provides their understanding of the minimum requirements to be included as part of the Access Provider application. The Proposer's response provides their approach to reach the counties not already served by a Local Access Fund Administrator. The Proposer's response provides knowledge of local markets (or how to work with local partners such as MPOs, RTPA, CTCs, and	0-3	4-7	8-10

[12] *See* updated Program and Overview Requirements here: https://www.cpuc.ca.gov/regulatory-services/licensing/transportation-licensing-and-analysis-branch/transportation-network-companies/tnc-accessibility-for-persons-with-disabilities-program/tnc---access-for-all-program-access-fund-administrator

Transit Agencies). The Proposer has provided examples to support their approach.			
Deliverable 4 – Access Provider Selection (10 points) The Proposer's response demonstrates that the Proposer is sufficiently familiar with establishing a scoring and evaluation mechanism to be used for selection to complete this deliverable on time. The Proposer's response provides their understanding of the approach and steps to take when establishing the selection process. The Proposer's response provides their understanding of the minimum evaluation criteria to be used when selecting Access Providers. The Proposer has provided examples to support their approach.	0-3	4-7	8-10
Deliverable 5 – Obligate Funds to Access Providers (10 points) The Proposer's response demonstrates that the Proposer is sufficiently familiar with establishing a process for fund disbursements and developing funding agreements to complete this deliverable on time and within budget. The Proposer has provided examples to support their approach.	0-3	4-7	8-10
Deliverable 6 – Consolidate Access Provider Reports (10 points) The Proposer's response demonstrates that the Proposer is sufficiently capable of collecting and analyzing large amounts of data to justify performance of Access Providers. The Proposer's response addresses examples of the magnitude of data collected and analyzed in the past. The Proposer has provided examples to support their approach.	0-3	4-7	8-10
Deliverable 7 – Website (5 points) The Proposer's response demonstrates that the Proposer is sufficiently familiar with developing and maintaining a URL to provide information relating to the Access Program. The Proposer has provided examples to support their approach.	0-1	2-3	4-5

Deliverable 8 – Self-Assessment Report (5 points) The Proposer's response provides their understanding of this deliverable. The Proposer has provided examples to support their approach.	0-1	2-3	4-5
Deliverable 9 – Surveys (10 points) The Proposer's response demonstrates that the Proposer is sufficiently familiar with developing and disseminating surveys as well as summarizing results of surveys to support ongoing programmatic improvements. The Proposer has provided examples to support their experience or capacity to develop and administer surveys.	0-3	4-7	8-10
Deliverable 10 – Meetings and Communications (10 points) The Proposer's response provides their approach to handling meetings and communications for this project. The Proposer has provided examples to support their approach for this deliverable.	0-3	4-7	8-10

4) <u>Reference Check</u>

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) <u>Cost Evaluation</u>

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 60 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.

7. AWARD AND CONTRACT EXECUTION

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

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

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

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

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

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

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

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

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

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

8. REQUIRED ATTACHMENTS

ATTACHMENT 1 – SOLICITATION CHECKLIST

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

- ☐ Solicitation Checklist (Attachment 1)
- ☐ Cover Letter
- ☐ Conflict of Interest Statement (Attachment 2) & Disclosures
- ☐ Resumes
- ☐ Minimum Qualifications Statement & Documentation
- ☐ References Sheet (Attachment 3)
- ☐ Approach Narrative
- ☐ Detailed Work Plan
- ☐ Payee Data Record (Attachment 4)
- ☐ Payee Data Record Supplement (Attachment 5)
- ☐ Contractor Certification Clauses (Attachment 6)
- ☐ Darfur Contracting Act Form (Attachment 7)
- ☐ Bidder Declaration Form (Attachment 8)
- ☐ DVBE Declaration Form (Attachment 9) – 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 <u>**each**</u> certified SB and/or DVBE identified on the Bidder Declaration (GSPD-05-105) that will be performing a portion of the contract.

Name of SB/DVBE Supplier: ___________________________________
Certification No:_____________

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

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

2. Will the SB/DVBE carry out its obligation by actually performing, managing, and/or supervising the work involved? (Check either "Yes" or "No.")	Yes	No
3. Is the work the SB/DVBE performing normal for its business service and function? (Check either "Yes" or "No.")	Yes	No
4. Is the SB/DVBE responsible with respect to products, inventories, materials, and supplies required for the contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment? (Check either "Yes" or "No.") *NOTE: If this contract is for services only this question can be skipped.*	Yes	No
5. Is this SB/DVBE supplier not going to further subcontract out a portion of the work that is greater than normal industry practice? (Check either "Yes" or "No.")	Yes	No

ATTACHMENT 11 – IRAN CONTRACTING ACT FORM

DGS PD 3 Iran Contracting Act Verification Form is available here:
https://www.dgs.ca.gov/-/media/Divisions/PD/PTCS/OPPL/SCM/Iran_Contracting_Act_Verification_Form.pdf

ATTACHMENT 12 – CALIFORNIA CIVIL RIGHTS LAW CERTIFICATION

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

ATTACHMENT 13 – COST SHEET

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

ATTACHMENT 14 – SAMPLE STANDARD AGREEMENT

Reset Form Print Form **SCO ID:**

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

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME
California Public Utilities Commission

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

THROUGH END DATE

3. The maximum amount of this Agreement is:

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

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

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

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	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)**