

PUBLIC UTILITIES COMMISSION

505 VAN NESS AVENUE
SAN FRANCISCO, CA 94102-3298



**REQUEST FOR PROPOSAL-Secondary
RFP 07PS5636
Notice to Prospective Proposers**

January 28, 2008

You are invited to review and respond to this Request for Proposal (RFP), entitled RFP 07PS5636 Technical Consultant for the CPUC's Deaf and Disabled Telecommunications Program California Relay Services. In submitting your proposal, you must comply with these instructions.

Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site www.ols.dgs.ca.gov/standard+language. If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of CPUC Communications Division, this RFP is complete and without need of explanation. However, if you have program and/or contract related questions, or should you need any clarifying information, please provide your technical questions by e-mail to Penney Legakis at pl1@cpuc.ca.gov and Robert Smith at res@cpuc.ca.gov by Monday February 11, 2008. Contract-related questions should be addressed to Robert Smith at res@cpuc.ca.gov also by Monday February 11, 2008. Answers to bidders' questions will be available online at: <http://www.cscr.dgs.ca.gov/cscr> on Wednesday February 20, 2008. Please see the Table entitled "Key Action Dates" in Section C. 1. "Proposal Requirements and Contractor Information" for a complete list of important dates for this RFP.

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

Robert Smith, Manager
CPUC Contracts Office
(415) 703-2482
res@cpuc.ca.gov

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A) Purpose and Description of Services

The California Public Utilities Commission (CPUC) is issuing this Request for Proposal (RFP) to obtain responses for a consultant to assist the CPUC with the California Relay Services (CRS) component of its Deaf and Disabled Telecommunications Program (DDTP). This assistance includes strategic planning, drafting of the bid document(s) and any related documents required by the Commission or control agencies in its procurement process for the DDTP's CRS 3. The consultant will also assist in the procurement process, including but not limited to the bidders' conference, answering questions, and protests. Additionally, the consultant will assist with the award of the CRS 3 contract(s) and implementation, including but not limited to transition, acceptance testing and coordination of detailed vendor plans in the move from CRS 2 to CRS 3.

The contractor selected through this process will be awarded a contract for a term of 24 months, from May 2, 2008 through May 1, 2010. The selected Consultant is expected to be available to start work immediately upon award of the contract or at a later date as specified by the State. Consultant assistance is pursued specifically to help the state meet its timeframes and to provide expertise that the State does not have.

1) Overview and Background

Consistent with State contracting and procurement, the CPUC Communications Division (CD) is issuing this RFP to procure a Consultant to provide support for re-bidding the current California Relay Services (CRS) contracts, including development of a formal solicitation(s) in accordance with State of California standards, and providing project management support to the CPUC CD during the solicitation and award process. The consultant will work in cooperation with the CPUC CD and act as the lead in exploring the effectiveness of the current CRS structure and in identifying the needs of users and other stakeholders. Consultant requirements include assisting the CPUC in its strategic planning and drafting of the bid document(s) and any related documents required by the Commission or control agencies in its procurement process for the DDTP's CRS 3. The consultant will also assist in the procurement process, including but not limited to the Bidders' Conference, answering questions, and protests. Additionally, the consultant will assist with the award of the CRS 3 contract(s) and implementation, including transition, acceptance testing and coordination of detailed vendor plans in move from CRS 2 environment to CRS 3. Acquisition of a CRS 3 consultant will result in improved or updated CRS functions and services that are responsive to the needs of the deaf and disabled communities, cost-effective, compliant with State and Federal regulations and reflective of current relay and telecommunications environment.

The CPUC regulates privately owned telecommunications, electric, natural gas, water, railroad, rail transit, and passenger transportation companies, in addition to authorizing video franchises. The CPUC serves the public interest by protecting consumers and ensuring the provision of safe, reliable utility service and infrastructure at reasonable rates, with a commitment to environmental enhancement and a healthy California economy. In particular, the CPUC oversees California's Deaf and Disabled Telecommunications Program (DDTP), including relay (CRS) which is a mandated program under State and Federal law. Funding for the DDTP comes from a surcharge on California telephone bills, which is set by the CPUC and reviewed on a regular basis. More information about the DDTP can be obtained at the program's website at www.ddtp.org or on the CPUC's website at <http://www.cpuc.ca.gov/PUC/Telco/Public+Programs/ddtp.htm>.

The purpose of the DDTP is to provide access to basic telephone service for Californians who have difficulty using the telephone. The DDTP includes the California Relay Service (CRS) and the California Telephone Access Program (CTAP). CTAP provides specialized telecommunications equipment to consumers who are certified to be deaf, hard-of-hearing, speech disabled, blind, low vision, or who have cognitive impairments or restricted mobility. CRS is an operator service which enables a deaf, hard-of-hearing or speech disabled user to place a telephone call to anyone through the use of specialized telecommunications equipment and a communications assistant who relays the call. A part of CRS is Speech to Speech Service (STS) which allows people with speech disabilities to be understood by others on a telephone call through the use of trained voicers. Other parts of CRS are Teletypewriter (TTY), Voice Carryover (VCO), and Hearing Carryover (HCO). CRS also includes Enhanced VCO or Captioned Telephone. TTY's allow deaf, hard of hearing, or speech disabled people to type what they want to say onto the screen of their TTY, have the text read by a relay operator to the called party and in turn have the relay operator type what the called party says, enabling

the relay user to read the response on the screen of their TTY. VCO allows people who can voice or speak for themselves but have difficulty hearing an ability to voice for themselves, with a relay operator transcribing what the called party says so the VCO user can read it on the screen of their TTY. HCO allows people who can hear but have difficulty speaking clearly to listen to the other party directly, with the relay operator voicing what the relay user types into the screen of their TTY for the called party. Californians place some seven million calls annually through CRS.

The current CRS 2 structure consists of five contracts. Three of these contracts are for Call Center Services (CCS). The remaining two contracts are for Network Management Services (NMS) and Network Services (NS). Relay users can contact any one of the three current CCS providers by either dialing 711 or a vendor specific 800 number twenty-four hours a day, seven days a week to make TTY, HCO, VCO, and STS calls. Users can access the CRS providers in English and Spanish. NS provides inbound and outbound network transport. NMS provides routing of 711 and 800 number calls to CCS vendors. NMS also audits and reports performance and costs of the other CRS contractors.

2) Procurement Type

The Commission is issuing this secondary RFP to procure consultant services. A secondary RFP is used in instances when agencies are seeking solutions or services that may not necessarily be resolved by the lowest bidder. For more information about secondary RFPs, refer to the State Contracting Manual sections 5.17 and 5.25.¹

3) Scope of RFP

This RFP contains all of the instructions for interested bidders to submit a bid and an accompanying, separate Cost Sheet containing a firm bid, the format in which the material must be submitted and the information to be included therein, the requirements which must be met to be eligible for consideration and the bidders' responsibilities before and after award.

4) Scope of Work

The selected consultant shall be available to start work immediately upon contract award. Under the direction and pursuant to the approval of the Project Manager for the Communications Division of the CPUC, the successful bidder (also "Contractor" herein) will be expected to satisfactorily perform the tasks listed below:

General Tasks

- 1) Assist the CPUC's Communication Division (CD) with finalizing its strategic planning related to this project
- 2) Draft the bid document(s) and any related documents required by the Commission or control agencies in its procurement process for California Relay Services (CRS) 3.
- 3) Assist in the procurement, review, and award process of the CRS 3 contract(s).
- 4) Assist with the implementation, including transition, acceptance testing and coordination of detailed vendor plans and review of any significant vendor changes from CRS 2 to CRS 3.

Specific Tasks (See Sample Contract Exhibit A, Scope of Work for assignment of tasks and deliverables)

Although the Scope of Work identifies four major program areas of Consultant support, the specific tasks within these areas may overlap to ensure that program requirements are fully integrated. The specific tasks associated with these program areas include those described below. The CPUC shall retain authority to assign, suspend, change, reduce or remove all specific tasks throughout the term of the Agreement to the extent that project funding allows.

- 1) Report to the CPUC CD Division Director or designee for ongoing direction and instructions.
- 2) Coordinate with the CPUC CD and others as identified by the CPUC/CD, to complete assignments and deliverables as defined in Sample Contract Exhibit A Scope of Work.
- 3) Develop and update a detailed project work plan based on the project schedule within two weeks of award of this RFP. Additional information on schedule and tasks will be provided to the selected consultant throughout the project.

¹ The State Contracting Manual is available online at: <http://www.ols.dgs.ca.gov/Contract+Manual/Chapters4through6.htm>.
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- 4) Provide monthly status reports in writing that will summarize 1) work performed during the reporting period, 2) work anticipated to be performed during the next reporting period, 3) status of the project schedule, 4) status of consultant deliverables and tasks, and 5) problems, considerations and/or recommendations.
- 5) Provide other periodic status reports as requested by the CPUC CD project manager.
- 6) The consultant will work in cooperation with the CPUC CD and act as the lead in exploring the effectiveness of the current CRS structure and in identifying the needs of users including the CPUC CD, DDTP Constituent Community and others as designated.
- 7) Coordinate and participate in discussions, reviews, and analysis with CPUC CD management regarding the benefits and shortcomings of the current CRS contracts deployed for the State.
- 8) Coordinate and participate in discussions, reviews, and analysis with CPUC CD management and others that the CPUC/CD would designate regarding the functionality that should be incorporated into successor CRS contracts based on CPUC requirements, solutions deployed elsewhere, and unique solutions that result from this information gathering process.
- 9) Assist the CPUC's Communication Division (CD) with its strategic planning related to this project
- 10) Draft the bid document and any related documents required by the Commission or control agencies in its procurement process for California Relay Services (CRS) 3. This will include developing technical aspects of design such as service level objectives, reporting, functional and operational requirements, as well as draft contract language for CRS contracts.
- 11) Assist in the procurement process. This will include assisting with the bidders' conference, answering questions, protests, RFP or bid document addenda, templates for evaluation, confidential discussions, and review of vendor proposals.
- 12) Assist with the award of the CRS 3 contract(s) and implementation, including transition, acceptance testing and coordination of detailed vendor plans and review of any significant vendor changes from CRS 2 to CRS 3. This includes but is not limited to technical implementation on behalf of the CPUC of the integrated services of CRS contractor(s), testing and measurement of services provided by the CRS provider(s), associated reporting and recommendations for improvements, including site visits as necessary, and assistance in the development of performance measurement standards.
- 13) The technical consultant must be available to meet in Oakland, San Francisco, and Sacramento, as requested by the CPUC at the Consultant's expense. The Technical Consultant must also be available to travel if necessary to work sites of current and prospective contractors and others if required both in the State of California as well as out of the State. Please see Sample Contract Exhibit B, Section 2A on page 48 for more information.

B) Qualifications

1) Requested Qualifications for Proposers

In order to achieve the minimum point allocation required during the evaluation process, the Bidder should meet all of the following qualifications:

- a. Have knowledge of the Deaf and Disabled Telecommunications Program (DDTP) and the communities it serves. (See www.ddtp.org.)
- b. Have experience and knowledge of current Federal and California mandates germane to the strategic planning and operations of the CPUC's DDTP, including CRS.
- c. Have significant professional experience (a minimum of 5 years) in technical implementation and consulting support applicable to this project.
- d. Have qualified staff or subcontractors in place who have the requisite experience and qualifications to perform services required in this Contract.
- e. Possess experience and knowledge related to the technical design, operations, technologies, database systems, specialized equipment, and specialized services used in Traditional Relay Systems, including the present CRS 2.

- f. Have experience and knowledge of current and evolving telecommunications technologies as well as the regulated and non regulated telecommunications environment in particular as applicable to the DDTP constituent communities and this project.
- g. Possess research, report analysis, report preparation, and organizational skills and abilities required to manage projects that are highly complex with a matrix of skill sets, various inter-related technical components, and personnel requirements.
- h. Have knowledge and experience of all phases of state contracting and procurement applicable to California Relay Services including solicitation documents and requirements, state contract terms and conditions, and expertise working with control agencies such as the Department of General Services (DGS) to ensure compliance with all state requirements.
- i. Have ongoing working relationships with state control agencies, regulators, consumers, and CRS related equipment and service providers to ensure CRS equipment and services are state of the art, responsive to the needs of deaf and disabled communities, cost effective, and compliant with State and Federal regulations.
- j. Must have current insurance required by the State including Worker's Compensation for all employees.
- k. Provide at least three professional references from current or previous (within prior 36 months) customers of the bidder's services. Bidders must describe the type of work and its applicability to this RFP. Bidders are strongly encouraged to select each reference carefully. If a bid is deemed responsive, the State may contact all qualifying references to verify the information provided. If subcontractors will be used by the bidder, the bidder must submit at least three references for each subcontractor consistent with the instructions explained above. See Attachment 4.
- l. Resumes for all proposed persons associated with this RFP, including subcontractors to be used in this contract, should be submitted along with the completed Attachment 4. Please see Section C, Item 2a for resume formatting requirements.
- m. Provide full and complete invoices, with supporting documentation, monthly, in arrears, for the contractor or any sub-contractor who performs services under this contract.

2) State of California Practices

The selected consultant will be required to follow the State of California's fiscal, administrative, contracting and procurement and management guidelines and processes, as well as CPUC and DDTP specific information, and is expected to possess and demonstrate expert writing and presentation skills. Information on these guidelines and processes is available at the following websites:

<http://www.cpuc.ca.gov/static/telco/public+programs/index.htm>

<http://ddtp.org/>

<http://dgs.ca.gov/>

3) Confidentiality Requirements

The selected consultant will be required to treat all information gathered, developed, and structured for the project as confidential including relayed conversations of the California Relay Service and personal CPUC consumer information such as but not limited to name, address, disability or choice of service, phone number, etc. Some information may be marked as confidential beyond the award of the new California Relay Service. That information will be designated as such by the CPUC CD as required to protect internal security of information. The selected consultant will be made aware of the specific confidentiality requirements and will be required to sign a confidentiality statement developed by the CPUC. Each consultant resource will also be required to sign a separate confidentiality statement.

4) Conflict of Interest

It is necessary that the Consultant not have conflicts of interest nor enter into conflicts of interest that could compromise the independent and impartial analysis and services required in support of the CPUC's Communications Division under the contract resulting from this RFP(s). Therefore, the CPUC requires that the Consultant firm, its subcontractors, and its assigned staff shall not have conflicts of interests associated with the CPUC Communications Division's contractors and regulated entities or other state or CPUC Contractors nor

enter into any such conflicts of interest. Therefore, further to the conflict of interest requirements stipulated in standard State of California contract language, Consultant firms shall be precluded from award as a result of this RFP if they, their management or proposed personnel, or their subcontractors, presently have or have had within the previous 12 months, any of the following:

- 1) Contracts or relationships of financial benefit with telecommunications utilities, suppliers, manufacturers or service providers active in California; or accepted funds, sponsorship or gifts from same.
- 2) Contracts or relationships of financial benefit with suppliers, manufacturers or service providers of communications equipment or related services for the deaf and disabled; or accepted funds, sponsorship or gifts from same.
- 3) Contracts or relationships of financial benefit with California community groups, advocate organizations and related entities for the deaf and disabled; or accepted funds, sponsorship or gifts from same.
- 4) Contracts or relationships of financial benefit with present contractors or vendors of the CPUC's Deaf and Disabled Telecommunications Program; or accepted funds, sponsorship or gifts from same. This includes but is not limited to the following potential DDTP vendors:
 - a) CRS vendors: GoAmerica, Nordia, Sprint, Verizon/MCI
 - b) CTAP vendors: WCI, Ultratec, and others currently under award
 - c) If the Contractor has had contracts or financial relationships with the entities described above but does not believe it is a conflict of interest with regards to this RFP please provide detailed information.

Excluded from these relationships are services provided by telecommunications utilities and suppliers for normal business operational services, e.g. telephone lines and yellow page listings; personal vendor usage, and personal interpreter services.

In addition to the above, the awarded bidder must submit a Statement of Economic Interest for each individual consultant that will provide non-ministerial consulting services to the CPUC. The Statements must be filed with the CPUC's Communications Division prior to the start of work. Filed Statements shall become public record. For the purposes of the RFP and its resulting contract, the CPUC shall be the sole authority to determine whether or not a conflict of interest exists with the selected firm and its proposed individual consultants. The CPUC's Communications Division shall be empowered to require the proposed individual consultant to remove his or her conflict of interest, or at the discretion of the Communications Division, may preclude the individual consultant from working on the project. The CPUC denial of key personnel identified in the bidder's proposal may be grounds for the termination of the intended or actual award. The Statement of Economic Interest is Form 700 provided by the California Fair Political Practices Commission, and is available at: <http://www.fppc.ca.gov/index.html?id=6>

C) Proposal Requirements and Contractor Information

1) Key Action Dates

Time is of the essence. All contractors are advised of the following schedule and will be expected to adhere to the dates and times listed below in the Key Action Dates unless revised by the State.

FROM	TO	ITEM DESCRIPTION
1/28/08 Monday	2/29/08 Friday	Issue RFP; place ad and post RFP on DGS website at www.cscr.dgs.ca.gov/cscr and place link on CPUC website at www.cpuc.ca.gov .
2/11/08 Monday		Written technical questions due by 12:00 noon to the Communications Division and Contracts Office pl1@cpuc.ca.gov and res@cpuc.ca.gov and contract-related questions to res@cpuc.ca.gov .
2/20/08 Wednesday		CD Project Manager and CPUC Contracts Officer provide written responses on the DGS website at www.cscr.dgs.ca.gov/cscr .
2/29/08 Friday		Proposals due from Bidders by 2:00 pm to Bob Smith, Contracts Officer at CPUC, 505 Van Ness Ave. 2nd Floor, San Francisco, CA 94102
3/3/08 Monday	3/4/08 Tuesday	Contracts Officer begins Contractual Compliance Review based on Proposal Checklist; issues rejection letters to noncompliant bidders; provides CD Evaluation Team copies of compliant bids for separate technical qualification review evaluation (Phase I).
3/5/08 Wednesday	3/12/08 Wednesday	Evaluation Team completes independent Phase I (technical qualification) review; CPUC reserves the right to contact bidders to ask follow-up questions. ¹
3/13/08 Thursday		Evaluation Team meets and compiles scores for Bidders to continue to Phase II (Public Bid Cost Opening)
3/14/08 Friday		Public Bid Cost Opening at 10:00 am; CPUC, 505 Van Ness Ave, San Francisco, Courtyard Room.
3/14/08 Friday	3/17/08 Monday	Evaluation Team meets and compiles Phase II scores
3/17/08 Monday	3/21/08 Friday	Posting of "Intent to Award"; Protest Period
3/21/08 Friday	3/28/08 Friday	Award Contract to winning bidder. Prepare final Contract; obtain Contractor and CPUC signatures.; give documents to Contracts Office to compile contract package for DGS/OLS approval
4/1/08 Tuesday		Contracts Office submits Contract to DGS/OLS for approval
4/2/08 Wednesday	4/30/08 Wednesday	DGS/OLS reviews contract package
5/1/08 Thursday		Approved contract received from DGS/OLS; Contracts Officer notifies Contractor of approval and contract start date
5/2/08 Friday		Contract commences

2) Work Plan and Work Schedule Requirements

- a) As part of meeting the minimum point allocation required during the evaluation process, the Commission must be assured that the bidder has all of the resources required to successfully perform under the contract, including, but not limited to, sufficient personnel with the required skills and experience in similar endeavors. To this end, bidders must submit the following exhibits:

Exhibit 1: Work Plan: Task Assumptions/Work Effort

¹ Note: If interviews are required, they will be held on Thursday March 13, 2008 and Friday March 14, 2008. All dates following the interviews will slip by approximately one week. Revised Key Action Dates will be provided.

The proposer shall develop a Work Plan or Work Breakdown Schedule (WBS) for task completion that reflects where appropriate the deliverables and reports required in item (b) below. Identify each major task, necessary subtask, and/or specific milestones by which progress can be measured and payments made. The proposal is to note additional State and Consultant responsibilities not identified in the SOW, if any, that are essential to the project. Provide specific details in the WBS task assumptions used to develop the response.

Exhibit 2: Project Personnel Requirements

The Proposer shall submit an organization chart identifying proposed team members along with the Proposal. Each bidder's organizational chart must visually portray the organizational structure of the bidder's firm, identifying all management and leadership personnel assigned to the contract by full legal name, title, areas of oversight and expertise within the firm, clearly identifying reporting relationships, and duties in relationship to this RFP.

Additionally, individual Consultant Resource resumes for each Consultant proposed for the project must also be submitted. The Consultant labor classifications are as follows:

Manager: A partner or senior corporate officer directly involved in the application of the professional skills of the consulting firm. Personnel at this level should have a minimum of five (5) years experience appropriate to the CRS 3 Technical Consultant bid, with at least three (3) of those years at a level where they were the ultimate party to approve the firm's work.

Principal Engineer: The highest level person in the specialized field of engineering. Personnel at this level should have a minimum of five (5) years experience appropriate to the CRS 3 Technical Consultant's bid, with at least one (1) year at a level where they were authorized to approve the firm's work.

Principal Analyst: The highest level person performing non-engineering technical analysis. Personnel at this level should have a minimum of five (5) years experience appropriate to the CRS 3 Technical Consultant bid, with at least one (1) year at a level where they were authorized to approve the firm's work.

Senior Analyst: A supervisory or senior level person performing non-engineering technical analysis. Personnel at this may level supervise, coordinate, and review the work of a staff of analysts and support personnel or may do more senior level complex analytical work. Personnel at this level should have a minimum of four (4) years experience appropriate to the CRS 3 Technical Consultant bid, with at least one (1) year at the supervisory level.

Analyst: A journeyman level performing non-engineering technical analysis, Personnel at this level may supervise support personnel but do not supervise other analysts. Personnel at this level should have a minimum of three (3) years experience appropriate to the CRS 3 Technical Consultant bid.

Each resume shall be formatted as follows:

- Name and contract information of proposed person to be assigned to project team
- Skill level (using Consultant Labor Classifications as outlined above)
- Project Knowledge/Experience/Qualifications applicable to the specific Scope of Work tasks listed in Section A.4 for the CRS 3 Consultant
- Knowledge/Experience/Qualifications gained through previous employment with other firms that is related to the assigned Scope of Work tasks, as well as name of the company and period of employment i.e., MM/YY to MM/YY.
- Education and/or attained certifications applicable to the Requested Qualifications for Proposers and Scope of Work tasks.
- Three (3) references for people who can be contacted for work that is relevant to this RFP. Include name and contact information, as in Attachment 4.

Any subcontractor assigned to this RFP must be similarly described.

b) Deliverables and Reports:

Deliverables shall be specific to the work assigned. All deliverables shall be available in both paper and electronic format. Deliverables anticipated under this Agreement include, but are not limited to:

- Analysis of CPUC CRS contractor technical services, including analysis of contractor generated reports, performance evaluations, contract structure and systems.
- Analysis or development of pilot projects, program designs and program trials
- Program, policy, procedure, acquisition and contract related documents, reviews and/or modifications.
- Regulatory analysis and development of reports specific to the CPUC's responsibilities in support of the DDTP as it relates to CRS
- Assistance in strategic planning, the procurement process, e.g., RFP, etc, and contract development-including performance measurement standards and more technical evaluations.
- Development of periodic reports, presentations, timelines, and status/risk assessments

In addition to deliverables specific to the work assigned, the Consultant shall also provide the following Deliverables:

- Monthly Project Status Report, arranged by major project areas, to include:
 - Work performed by the Consultant during the referenced month
 - Work performed and hours expended during the referenced month
 - Problems encountered, effects and recommendations
 - Work anticipated to be performed next month
 - Summary of progress/deliverables to date
- Additional periodic progress or other status reports as requested by the CPUC

3) Cost Detail Format and Requirements

The proposed work should be broken down into the outline in Work Plan and Work Schedule for the purpose of this proposal. The total costs of all tasks and milestones cannot exceed \$2,200,000 over a two year term. This amount includes budgeted allowance for State reimbursed travel, which is separate from that required to be paid for by the Consultant, as well as budgeted allowance for communication assistants. See Section A.4, "Specific Tasks," Item 13. Use the Cost Proposal Worksheet and Summary (Attachment 3) to prepare your cost proposal.

4) Submission of Proposal

Proposals must adhere to the following guidelines:

- a) Proposals should provide straightforward and concise descriptions of the proposer's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements may be cause for rejection of a proposal.
- b) The proposal package should be prepared in the least expensive method.
- c) All proposals must be submitted under **sealed** cover and sent to The California Public Utilities Commission by dates and times shown in Section C, "Proposal Requirements and Contractor Information" Item 1 "Key Action Dates," (page 8). Proposals received after this date and time will not be considered.
- d) Five (5) hard copies (one original plus four copies) of the proposal must be submitted. Two (2) electronic copies, in CD format, must also be submitted.
- e) The original proposal must be marked "ORIGINAL COPY". All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.
- f) The proposal envelopes must be plainly marked with the RFP number and title, your firm's name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

California Public Utilities Commission
RFP 07PS5636
CRS 3 Technical Consultant
DO NOT OPEN

The bid price and all cost information must be submitted in a separate sealed envelope. The envelope should be affixed to the outside of the proposal package and marked "Sealed Cost Proposal – DO NOT OPEN".

If the proposal is made under a fictitious name or business title, the actual legal name of proposer must be provided.

Proposals not submitted under sealed cover and marked as indicated may be rejected.

- g) All proposals shall include the documents identified in Attachment 1 "Required Attachment Checklist" (page 18). Proposals not including the proper "required attachments" shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.
- h) Mail or deliver proposals to the following address: Robert Smith, Contracts Manager
California Public Utilities Commission
Consultant Contracts Office, Rm 2005
505 Van Ness Ave
San Francisco, CA 94102

U.S. Postal Service Deliveries

Hand Deliveries

(UPS, Express Mail, Federal Express)

Same Address

Same Address- DELIVER TO MAIL ROOM 1st Floor

- i) Proposals 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.
- j) A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all proposals and may waive any immaterial deviation in a proposal. The State's waiver of immaterial deviation shall in no way modify the RFP document or excuse the proposer from full compliance with all requirements if awarded the agreement.
- k) Costs incurred for developing proposals and in anticipation of award of the agreement are entirely the responsibility of the proposer and shall not be charged to the State of California.
- l) An individual who is authorized to bind the proposing firm contractually shall sign the Attachment 2, "Proposal/Proposer Certification Sheet," page 20. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
- m) A proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline as set forth in the Key Action Dates. Proposal modifications offered in any other manner, oral or written, will not be considered.
- n) A proposer may withdraw its proposal by submitting a written withdrawal request to the State, signed by the proposer or an authorized agent in accordance with l) and m) above. A proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
- o) The awarding agency may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.
- p) The awarding agency reserves the right to reject all proposals. The agency is not required to award an agreement.
- q) Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the RFP requirements.

- r) Where applicable, proposer should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- s) More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered.
- t) The State does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- u) No oral understanding or agreement shall be binding on either party.

5) Evaluation Process

- a) At the time of proposal opening, each proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP.
- b) Proposals that contain false or misleading statements, or which provide references, which do not support an attribute or condition claimed by the proposer, may be rejected.
- c) Award, if made, will be to the highest scored responsible proposal.

d) Phase I

The proposals will be evaluated and scored according to the criteria indicated in item f) "Scoring Methodology" below based on the requirements of this RFP. A minimum of 80 points must be achieved in this phase to be considered responsive. (A responsive proposal is one, which meets or exceeds the requirements stated in this RFP.) Minimum points which must be achieved for each rating/scoring criteria are identified in parenthesis for that category.

e) Phase II

This phase will consist of opening the sealed cost proposals and assigning points associated with each cost proposal based on the formula set forth in section 5.25 of DGS' Contract Manual. The total contract price shall comprise of the proposed contract price for all two years. All proposals that enter Phase II will have received at least 80 points from the evaluation committee in Phase I **and** met the minimum number of points in the areas listed in Item f) "Scoring Methodology". The sealed envelopes containing the bid price and cost information for the proposals shall be opened and scored by the CPUC's Contracts Administrator at the CPUC's headquarters. This will not be a public bid opening.

A maximum of 45 points will be assigned to the cost proposals that meet the bidding requirements outlined in this RFP. The lowest cost proposal will be assigned a score of 45 points. Other cost proposals will be assigned points on a proportional basis relative to the cost of the lowest bid. For example:

EXAMPLE:

Lowest cost proposal = \$75,000

Other proposal = \$100,000

45 points available in Phase II

Other proposal would receive: $(\$75,000/\$100,000 * 45 \text{ points}) = 33.75 \text{ points}$

For each bidder in this phase, the cost proposal score will be added to the score from Phase I.

f) **Scoring Methodology**

See RFP, in particular sections A.4, or scope of work; B1, C.2 and E.1. The evaluation method used will be based on the following:

TASK/ CRITERIA	MAX. POINTS	MIN. POINTS
<p>1. Contractual Compliance Check List- At the time the responses are reviewed, each response will be checked for the presence or absence of the required information in conformance with the RFP requirements. See RFP, including E.1</p>	Pass/Fail	
<p>2. Phase I: Technical Qualifications based on Bidder's Work Plan Experience and Resources (See RFP, including Section B.1) The State will score those respondents who pass the Contractual Compliance Check List using the following criteria:</p>	100/80*	80/64*
<p>a. Experience and knowledge of both the bidding firm and its assigned staff with the Deaf and Disabled Telecommunications Program (DDTP) and relay (CRS), and the special communication needs of the DDTP's constituents, including work experience with consumer and state representatives as applicable to this project.</p>	15/12*	12/9*
<p>b. Experience and knowledge of both the bidding firm and its assigned staff of the following:</p> <ul style="list-style-type: none"> • Structure, technical design and operations of relay, and in particular the California Relay Service (CRS) as presently constituted including STS and Enhanced VCO or captioned telephone. 	25/20*	20/16*
<p>c. Experience and knowledge of both the bidding firm and its assigned staff with current and evolving telecommunications technologies, the regulated and non-regulated telecommunications environment, and current Federal and California mandates germane to the strategic planning and operations of the CPUC's Communication Division's Deaf and Disabled Telecommunications Program's relay (CRS) including STS and Enhanced VCO or Captioned Telephone.</p>	15/12*	12/10*
<p>d. Experience and knowledge of both the bidding firm and its assigned staff with State of California's fiscal, administrative, contracting and procurement, management guidelines and processes, as well as demonstrated expert writing, analysis, and presentation skills as applicable to this project.</p>	20/16*	16/13*

<p>e. Description of experience and/or knowledge relevant to “Work Plan and Work Schedule Requirements”; including the following:</p> <ul style="list-style-type: none"> • Do the tasks identified by the Bidder support the complete SOW requirements? • Are the outlines or samples (from other completed projects) of deliverables acceptable and do they support the SOW? • Does the organization chart identifying proposed team members adequately support the SOW? • Do the assumptions used to develop the proposal make sense in relation to the SOW? • Does the work plan (WBS) for each task, including a description of subtasks adequately support the SOW? • Do the resumes for each staff person proposed for the project team provide adequate experience/knowledge/skills to support the SOW? <p>Bidders will also be scored on the quality and relevance of their submitted Exhibits 1 and 2 of “Work Plan and Work Schedule Requirements”</p>	25/20*	20/16*
<p>f. The State may schedule confidential discussions with the Consultant Bidders who earned a passing score in Phase I based on the State’s evaluation of submitted RFP responses. If interviews are required, respondents will be provided additional information. If such interviews take place, it is anticipated they will be scheduled for Thursday March 13, 2008 and Friday March 14, 2008. The confidential discussions will assist the State in its evaluation. (See C.1 “Key Action Dates” for more information)</p>	/20*	
<p>3. Phase II: Public Cost Bid Opening Bidders will be scored based on their Cost Proposal worksheet (See RFP, including Section C Item 5.e)</p>	45	
<p>4. Conflict of Interest (Attachment 8) The bidder must provide a statement attesting that it has no conflict pursuant to this RFP Section B Item 4 and Exhibit E nor will it engage subcontractor/subcontractors that is/are in conflict to perform any tasks of this Contract.</p>	Pass/Fail	
TOTAL MAXIMUM POINTS	145	

Note: For those entities that pass the written component of Phase 1, the CPUC reserves the right to conduct an oral interview. If so, the scored oral interview will be worth 20% of the Total Phase 1 Score and the written component will be worth 80% of the total Phase 1 score. The scores marked with an asterisk () define the relevant points in each category if interviews are conducted. Should the CPUC decide to conduct interviews, updated Key Action Dates and more information will be provided at that time.

6) Award and Protest

- a) The contract, if made, will be awarded to the bidder with the highest score as calculated during the Evaluation Process.
- b) Notice of the proposed award shall be posted in a public place in the office of Contracts Office of the California Public Utilities Commission, 2nd Floor, 505 Van Ness Ave., San Francisco, CA 94102 for five (5) working days prior to awarding the agreement.
- c) If any proposer, prior to the award of agreement, files a protest with the (California Public Utilities Commission (CPUC) and the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-

330, West Sacramento, CA 95605, on the grounds that the (protesting) proposer would have been awarded the contract had the agency correctly applied the evaluation standard in the RFP, or if the agency followed the evaluation and scoring methods in the RFP, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter. It is suggested that you submit any protest by certified or registered mail.

- d) Within five (5) days after filing the initial protest, the protesting proposer shall file with the Department of General Services, Office of Legal Services and the California Public Utilities Commission a detailed statement specifying the grounds for the protest.
- e) Upon resolution of the protest and award of the agreement, Contractor must complete and submit to the awarding agency the Payee Data Record (STD 204), to determine if the Contractor is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 18662 and 26131. This form can be found on the Internet at www.osp.dgs.ca.gov under the heading FORMS MANAGEMENT CENTER. No payment shall be made unless a completed STD 204 has been returned to the awarding agency.
- f) Upon resolution of the protest and award of the agreement, Contractor must sign and submit to the awarding agency, page one (1) of the Contractor Certification Clauses (CCC-304), which can be found on the Internet at www.dgs.ca.gov/contracts.

7) Disposition of Proposals

Upon proposal opening, 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.

Proposal packages may be returned only at the proposer's expense, unless such expense is waived by the awarding agency.

8) Agreement Execution and Performance

Service shall start not later than the express date set by the awarding agency and the Contractor, after all approvals have been obtained and the agreement is fully executed. It is anticipated commencement of the contract will be on May 2, 2008. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's Proposal price and the actual cost of performing work by another contractor.

All performance under the agreement shall be completed on or before the termination date of the agreement.

9) Invoicing

Consultant shall invoice no more frequently than monthly for work performed in arrears. Invoices shall correspond directly with status reports, work plans, and time/work reports (detailed weekly time/work reports that include the requested information below may be attached in lieu of creating a separate report). The monthly invoice (original plus four copies) must identify at a minimum the following:

- The time period covered (e.g., the previous calendar month).
- The tasks and each deliverable completed.
- By the CPUC identified Program Element, the number of hours billed by person for each completed task and deliverable, show the hourly rate(s) applied to each staff; also show a "roll-up" task for each task and deliverable.
- The total amount owed by the CPUC Program Element for the period covered, and the total amount for the period.

The State will withhold 10% of the monthly invoice until successful completion of the project. Upon successful completion of the entire project, Consultant may invoice the remaining 10% for services provided under the contract.

Invoices shall be submitted in quadruplicate not more than monthly in arrears. The invoices shall be submitted not more often than one month in arrears, and shall be submitted by the 5th of each month to:

Original plus three copies to:

Deaf and Disabled Telecommunications Program
505 14th Street #400
Oakland, CA 94612

And one copy to:

California Public Utilities Commission
ATTN: Sue Wong, Communications Division
505 Van Ness Avenue, 3rd Floor
San Francisco, CA 94102

Each invoice, except for invoices for net retentions withheld, shall be accompanied by a Monthly Status Report which shall include a description of the work performed for the invoice period. See Monthly Status Report under Section C, Item 2.b for a description of the report's contents. Travel expenses shall be claimed in accordance with the provisions specified in Sample Contract Exhibit B, Item 2.

Invoices shall not be reviewed or verified by any third party organizations that would create a conflict of interest with the Consultant's performance of its duties on behalf of the CPUC under this Agreement.

D) DVBE and Preference Programs

Note: Preferences can only be applied up to a maximum of \$100,000 for all Preference Programs combined or 15%, whichever is less.

1) DVBE Program Requirements- all bidders must complete Std 840.

DVBE Program Requirements and DVBE Resource Packet can be downloaded from the same CSCR page you downloaded this RFP. Completion of DVBE Participation Program Documentation STD 840 is required.

Relevant DVBE instructions are included in this RFP, Attachment 5, pages 27 to 36.

Noncompliance with this requirement will result in the rejection of your proposal.

If awarded the contract(s), the successful bidder/vendor must use the DVBE subcontractor and/or supplier as proposed in its Final Proposal/Proposal unless the Contractor requests substitution via prior written notice to the CPUC and the CPUC approves such substitution. Any such request by the bidder and any approval or disapproval by the CPUC is not to be construed as an excuse for noncompliance with the contract. The replacement subcontractor MUST be a DVBE. The Contractor may be subject to audit to ensure compliance. A failure to abide by this requirement may result in termination of the contract.

2) DVBE Incentive

A 5% DVBE Incentive will be applied for evaluation purposes for DVBE certified bidders. Maximum total Incentive/Small Business/ Other Preference is 15% or \$100,000 which ever is smaller.

3) Small Business

Section 14835, et seq. of the California Government Code requires that a five- percent preference be given to bidders who qualify as a small business. Bidders seeking a five percent small business preference must submit a copy of their DGS small business certification with their cost bids in the separate sealed envelope. To claim the small business

preference, which may not exceed \$50,000.00 for any proposal, your firm must have its principal place of business located in California and be certified by the State Office of Small Business Certification and Resources. More information on eligibility and certification requirements may be found at <http://www.pd.dgs.ca.gov/smbus/sbcert.htm>. The [Small Business Certification Application](#) (STD. 813) may also be found by accessing this site. Questions regarding the preference approval should be directed to that office at (916) 375-4400.

Maximum total Incentive/Small Business/Other Preference is 15% or \$100,000 which ever is smaller.

4) Target Area Contract Preference Act (TACPA)

Bidders seeking a five percent TACPA preference must submit a completed TACPA Request Form (STD 830) with or prior to their proposal. STD 830 may be found at <http://www.documents.dgs.ca.gov/osp/pdf/std830.pdf>.

Government Code Sections 4530-4535, provides that California-based companies shall be granted a five percent preference, not to exceed a maximum of \$50,000. More information on eligibility and certification requirements may be found at <http://www.pd.dgs.ca.gov/disputes/default.htm>. Questions on eligibility should be directed to the Office of Small Business Certification and Resources at (916) 375-4400. Firms receiving TACPA preferences must report their labor hours to the CPUC Communications Division, Contract Project Manager.

A bidder who has claimed TACPA preference and is awarded the contract will be obligated to perform in accordance with the preference requested, provided that the TACPA preference was granted in obtaining the contract.

5) Local Area Military Base Recovery Act (LAMBRA)

Bidders seeking a five percent LAMBRA preference must submit a completed LAMBRA Request Form (STD 832) with or prior to their proposal. STD 832 may be found at <http://www.documents.dgs.ca.gov/osp/pdf/std832.pdf>.

Government Code Section 7118 provides that whenever a state entity prepares a solicitation for a goods or services contract in excess of \$100,000 and the worksite(s) is not fixed by the terms of the contract, a five percent proposal preference will be granted to California-based bidders if they certify under penalty of perjury that no less than 50 percent of the labor required to perform a contract for goods, or 100 of the labor hours required to perform a contract for services are performed at an approved worksite(s) located in a local agency military base recovery area. More information on eligibility and certification requirements may be found at <http://www.pd.dgs.ca.gov/disputes/default.htm>.

A bidder, who has claimed LAMBRA preferences and is awarded the contract, will be obligated to perform in accordance with preferences requested, provided that the LAMBRA preference was granted in obtaining the contract. Firms receiving LAMBRA preferences must report their labor hours to the CPUC Communications Division, Contract Project Manager. Bidders should contact the State Trade and Commerce Agency at (916) 375-4400 to identify LAMBRA zone locations.

6) Enterprise Zone Act (EZA)

Government Code Section 7070-7079, provides that California based bidders, shall be granted a five percent (5%) preference, not to exceed a maximum of \$50,000. More information on eligibility and certification requirements may be found at <http://www.pd.dgs.ca.gov/disputes/default.htm>. Bidders seeking a five percent EZA preference must submit a completed EZA Request Form (STD 831) with or prior to their proposal. STD 831 may be found at <http://www.documents.dgs.ca.gov/osp/pdf/std831.pdf>.

A bidder, who has claimed an EZA preference and is awarded the contract, will be obligated to perform in accordance with preferences requested, provided that the EZA preference was granted in obtaining the contract. Bidders should contact the city or county Economic Development Office or the State Trade and Commerce Agency at (916) 324-8211 to identify Enterprise Zone locations. Firms receiving EZA preferences must report their labor hours to the CPUC Communications Division, Contract Project Manager.

E) Required Attachments

Refer to the following pages for additional Required Attachments that are a part of this agreement.

ATTACHMENT 1

REQUIRED ATTACHMENT CHECK LIST

A complete proposal or proposal package will consist of the items identified below.

Complete this checklist to confirm the items in your proposal. Place a check mark or "X" next to each item that you are submitting to the State. For your proposal to be responsive, all required attachments must be returned. This checklist should be returned with your proposal package also.

A) Required Documents

- _____ Cover Letter
- _____ Table of Contents
- _____ Executive Summary
- _____ Conflict of Interest
- _____ Description of experience/knowledge relevant to each item in "Requested Qualifications for Proposers" (See Section B Item 1)
- _____ Description of experience/knowledge relevant for each item in "Work Plan and Work Schedule Requirements" (See Section C Item 2)
- _____ Sample Work
- _____ Exhibit 1: Work Plan: Task Assumptions/Work Effort (See Section C Item 2)
- _____ Exhibit 2: Project Personnel Requirements-Resumes and Organizational Chart (See Section C Item 2)

B) Required Attachments

- _____ Attachment 1 Required Attachment Check List
- _____ Attachment 2 Proposal/Proposer Certification Sheet
- _____ Attachment 3 Cost Proposal Worksheet- *submitted in a separate sealed envelope*
- _____ Attachment 4 Proposer References for Firm and Project Team
- _____ Attachment 5 Disabled Veteran Business Enterprise Participation Forms and Instructions, Std. 840 Disabled Veteran Business Enterprise Participation Summary **and** Good Faith Effort Documentation
- _____ Attachment 6 Payee Data Record (STD 204)
- _____ Attachment 7 Contractor Certification Clauses (CCC-307) The CCC can be found on the Internet at <http://www.documents.dgs.ca.gov/ols/GTC-1005.doc>
- _____ Attachment 8 Conflict of Interest Statement

ATTACHMENT 1 CONTINUED

C) *Optional Attachments*

- ___ Attachment 9 Target Area Contract Preference Act (TACPA)
- ___ Attachment 10 Enterprise Zone Act (EZA)
- ___ Attachment 11 Local Agency Military Base Recovery Area Act (LAMBRA)
- ___ Attachment 12 DGS Small Business Certification

ATTACHMENT 2

PROPOSAL/PROPOSER CERTIFICATION SHEET

This Proposal/Proposer Certification Sheet must be signed and returned along with all the "required attachments" as an entire package in duplicate with original signatures. The proposal must be transmitted in a sealed envelope in accordance with RFP instructions.

Do not return Section C, Proposal Requirements and Contractor Information nor the "Sample Agreement" at the end of this RFP.

- A. Place all required attachments behind this certification sheet.
- B. I have read and understand the DVBE Participation requirements and have included documentation demonstrating that I have met the participation goals or have made a good faith effort.
- C. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

**An Unsigned Proposal/Proposer Certification Sheet
May Be Cause For Rejection**

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Proposer's Name (Print)	11. Title	
12. Signature	13. Date	
14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:		
a. California Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/>		
If yes, enter certification number: _____		
b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/>		
If yes, enter your service code below: _____		
NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes".		
Date application was submitted to OSBCR, if an application is pending: _____		

Completion Instructions for Proposal/Proposer Certification Sheet

Complete the numbered items on the Proposal/Proposer Certification Sheet by following the instructions below.

ATTACHMENT 2 Continued

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10,11 12, 13,	Must be completed. These items are self-explanatory.
14	If certified as a California Small Business, place a check in the "yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

ATTACHMENT 3.1

COST PROPOSAL WORKSHEET AND SUMMARY: TASKS AND HOURS TO BE ASSUMED FOR COST DEVELOPMENT: (Further defined in Attachments 3.2 and 3.3)

COST PROPOSAL WORKSHEET:

Task # From RFP Section A 4 and Attachment 3.3 (a)	Staff Name(s) (b)	Skill Level (c)	Hourly Rate (d)	Hours (e)	Cost (f)
1		Management			
1		Principal Engineer			
1		Principal Analyst			
1		Senior Analyst			
1		Analyst			
Task 1 Subtotals:				300	
2		Management			
2		Principal Engineer			
2		Principal Analyst			
2		Senior Analyst			
2		Analyst			
Task 2 Subtotals:				1800	
3		Management			
3		Principal Engineer			
3		Principal Analyst			
3		Senior Analyst			
3		Analyst			
Task 3 Subtotals:				3600	
4		Management			
4		Principal Engineer			
4		Principal Analyst			
4		Senior Analyst			
4		Analyst			
Task 4 Subtotals:				1800	
Project Subtotals:					(g)
CPUC Reimbursed Travel Costs:					\$150,000
CPUC Reimbursed Communication Assistant Costs:					\$50,000
Project Totals:				7500	(h)

Total hours and costs per task may vary according to actual task assignments issued by the CPUC, however the project total shall not exceed that proposed and contracted.

PROPOSAL COST SHEET SUMMARY:

Skill Level	Hourly Rate	Hours	Cost
Management			
Principal Engineer			
Principal Analyst			
Senior Analyst			
Analyst			
Project Subtotals:		7500	(g)
Costs to be Assumed for all Proposers:			\$200,000
Project Totals		7500	(h)

ATTACHMENT 3.2

INSTRUCTIONS FOR DEVELOPING COST PROPOSAL

1. In completing the "Cost Proposal Worksheet and Summary" on Attachment 3.1, proposers/bidders are to provide their assumptions and cost development for each of the four major task areas identified in the RFP Scope of Work (Section A.4) and detailed in Attachment 3.3.
2. Specifically, proposers/bidders are to provide the following information:
 - a. Task number (column a): see RFP Scope of Work, Section A.4 and Attachment A.3 for task identification and description
 - b. Staff Name(s) (column b): provide additional attachment with names if required.
 - c. Skill Level (column c): see RFP Section 2.c for skill level definitions.
 - d. Hourly Rate: (column d): \$ per hour, all inclusive.
 - e. Hours (column e): proposers are provided total number of hours for project (7500), as well as projected hours broken down by the four major task areas which are to be used for purposes of developing their cost proposals (i.e., Task 1, 300 hours; Task 2, 1800 hours; Task 3, 3600 hours; and Task 4, 1800 hours).
Breakdown of these hours is for Cost Proposal Development only. As noted earlier, total hours and costs per task may vary according to actual task assignments as directed by the CPUC.
 - f. Costs (column f, or column d x column e): Proposers should identify number of hours and hourly rate of staff and skill level, calculating the resulting costs for each of the four major task areas; as well as by Skill Level to be reflected in the Cost Proposal Summary.
3. Additionally, the Cost Proposal Worksheet and Summary includes a budgeted dollar amount of \$200,000 for the two year contract period which is to be assumed by all proposers in developing their Cost Proposals. Consultant expenses in these areas require preapproval and are for two separate categories:
 - a. Travel Costs (\$150K): these are travel expenses which are preapproved by the CPUC and not included in those for which the technical consultant is responsible. See RFP Section A.4 Scope of Work (SOW); and Sample Contract, Exhibit A; SOW.
 - b. Communication Assistance (\$50K): these are communication assistance costs which may be incurred by the technical consultant as part of their contract required work with the DDTP administrative contractor, DDTP consumer advisory board member; or others as required. They require preapproval.
4. Lastly, the proposer is to complete their estimate of Project Subtotals, Column "g," and Project Totals, column "h."

ATTACHMENT 3.3

DETAIL: CRS 3 CONSULTANT TASKS AND HOURS TO BE ASSUMED FOR COST SHEET DEVELOPMENT

Hours	Task Description
300 (1mo)	TASK 1: Finalize Bidding Strategy for CRS3. Work with CPUC with input from DDTP consumer advisory board members, and others as required to develop and finalize strategic planning as it relates to CRS3 structure and contracts.
1400 (2 mo)	TASK 2: Develop Draft CRS3 Bid Solicitation Document(s), e.g., RFP and related documents as required by CPUC, DGS, etc. Include all required and desired CRS services (includes functional and operational requirements, project management, reporting, training, etc.), service level objectives, evaluation and award criteria, and contract language unique to CRS. As requested, work with CPUC authorized consumer representatives, e.g., CRSAC or TADDAC CRS3 work group; designated CPUC and DGS representatives.
400 (1-3 mo)	Review solicitation documents with CPUC Communications Division management and assigned staff; review or present solicitation document as requested by the CPUC with DDTP consumer representatives, and others. Incorporate changes and finalize solicitation documents based on direction from CPUC project manager. Assist with presentations to CPUC Executive staff, others as required.
3600 (9-12 mo)	TASK 3: Issue Solicitation Document(s) (e.g., RFPs), Multistep Process. Prepare all necessary documents for support and participation as required in bidder conference, draft answers to CPUC/CD and DGS, all solicitation addenda, evaluation templates, confidential discussion documentation; support with contract negotiations; support of review of draft and final vendor proposals, etc. Assistance as directed with preparation of review and selection report.
1800 (3-6 mo)	TASK 4: Implementation and Transition from CRS 2 to CRS3. Review CRS vendor proposed implementation work plans; assist the CPUC to implement as required CALNET AT&T network services, provide technical and contractual review of all significant vendor changes.
	Acceptance Testing: review and develop, as required, acceptance testing plans of all vendors (including CALNET); schedule and perform acceptance testing with all vendors and the CPUC; provide test documentation and follow up testing as required. Report findings to the CPUC.
	Cutover: Develop plan to transition between current CRS2 contracts, vendors and new CRS3 contracts, vendors and structure. Coordinate and monitor cutover, including contract compliance issues. Report progress to CPUC project manager.
SUBTOTAL : 7500 Hrs	

ATTACHMENT 4

PROPOSER REFERENCES

Submission of this attachment is mandatory. Failure to complete and return this attachment with your proposal will cause your proposal to be rejected and deemed nonresponsive. Bidders are strongly encouraged to select each reference carefully. If a bid is deemed responsive, the State may contact all qualifying references to verify the information provided.

List on the following pages three references similar to those requested by this RFP of services performed within the last three (3) years. References **must** be capable of attesting to the bidder's experience with regard to technical implementation and consulting support applicable to this project. If three references cannot be provided, please explain why on an attached sheet of paper. See RFP Section B.1 for reference requirements

REFERENCE 1			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person/Title	Telephone Number		
Fax Number	EMail		
Dates of Service	Value or Cost of Service		
Brief Description of Service Provided			

ATTACHMENT 4 Continued

REFERENCE 2

Name of Firm			
Street Address	City	State	Zip Code
Contact Person/Title		Telephone Number	
Fax Number		E-Mail	
Dates of Service		Value or Cost of Service	

Brief Description of Service Provided

REFERENCE 3

Name of Firm			
Street Address	City	State	Zip Code
Contact Person/Title		Telephone Number	
Fax Number		E-Mail	
Dates of Service		Value or Cost of Service	

Brief Description of Service Provided

ATTACHMENT 5

DVBE REQUIREMENTS

California Disabled Veteran Business Enterprise Program Requirements (Rev. 9-15-03)

Required forms have been posted with RFP as a supplemental PDF file.

AUTHORITY. The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for state contracts is established in Public Contract Code (PCC), Section 10115 et seq., Military and Veterans Code, Section 999 et seq. and California Code of Regulations, Title 2 (2CCR), Section 1896.60 et seq.

The minimum DVBE participation percentage is 3% for this solicitation unless another percentage is specified in the solicitation.

INTRODUCTION. The bidder must document at least one of the options (A, B or C) in this document to comply with this solicitation's DVBE program requirements. Bids or proposals (hereafter called "bids") that fail to fully document one of the DVBE program requirements options shall be considered non-responsive and ineligible for award.

All information submitted by the intended awardee to comply with this solicitation's DVBE requirements will be verified by the State. If evidence of an alleged violation is found during the verification process, the State shall initiate an investigation with this information in accordance with the requirements of the Public Contract Code, Section 10115, et seq. and the Military and Veterans Code, Section 999 et seq. and follow the investigatory procedures required by the California Code of Regulations, Section 1896.80.

Only State of California, Office of Small Business and DVBE Certification certified DVBEs who perform a commercially useful function relevant to this solicitation may be used to satisfy the DVBE program requirements. The criteria for performing a commercially useful function are contained on page 5, Resources & Information and California Code of Regulations, Title 2, Section 1896.61(l). Verify each DVBE subcontractor's/supplier's certification with the Office of Small Business and DVBE Certification Section to ensure DVBE eligibility.

To meet the DVBE program requirements, bidders must complete and fully document at least one of the following compliance options:
Option A - Commitment to full DVBE participation - For a bidder who is a DVBE or who is able to meet the commitment to use identified DVBE(s) to fulfill the full DVBE participation goal.
Option B - Good Faith Effort - For a bidder documenting its completed effort, made prior to the bid due date, to obtain DVBE participation that may result in partial or no DVBE participation.
Option C - Business Utilization Plan - For a bidder using an annual plan (subject to approval) to satisfy DVBE participation requirements. Applies only to solicitations for goods and information technology.

PLEASE READ ALL INSTRUCTIONS CAREFULLY. These instructions contain information about the DVBE program requirements, bidder responsibilities, and requirements for performing and documenting each of the three available options as detailed below. Bidders are responsible for thorough review and compliance with these instructions. Document your option selection on the attached STD Form 840, Documentation of Disabled Veteran Business Enterprise Program Requirements.

OPTION A – COMMITMENT -- Commit to meet or exceed the DVBE participation requirement in this solicitation by either Method A1 or A2. Bidders must document DVBE participation commitment by completing and submitting the attached STD 840. Failure to complete and submit STD 840 (Side 1) as instructed shall render your bid non-responsive.

The bidder must provide, prior to contract award, a written agreement signed by the bidder and each proposed DVBE subcontractor. The written agreement will include the DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, total amount of contract to be paid to the DVBE,

ATTACHMENT 5 Continued

and the percentage of the entire contract that will be awarded to the DVBE, with each DVBE subcontractor. If this information is contained in the bidder's DVBE written agreement of intent, the agreement may be attached to the STD 840. If further verification is necessary, the state will obtain additional information to verify the above requirements.

Method A1. Certified DVBE bidder:

- a. Commit to performing at least 3% of the contract bid amount (unless otherwise specified) with your firm or in combination with other DVBE(s).
- b. Document DVBE participation on STD 840 (Side 1) and attach a copy of all applicable certifications.
- c. A DVBE bidder working in combination with other DVBEs shall be requested to submit proof of its commitment by submitting a written agreement with the DVBE(s) identified in its bid's STD 840. When requested, the written agreement must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the requested written agreement as specified may be grounds for bid rejection.

Method A2. Non-DVBE bidder:

- a. Commit to using certified DVBE(s) for at least 3% (unless otherwise specified) of the bid amount.
- b. When a bidder commits to less than the required 3% DVBE participation or its commitment may fall below 3% if specific line items/groups are not selected for award, then Option B, Good Faith Effort must be completed in addition to Option A, Commitment.
- c. Document DVBE participation on STD 840 (Side 1) and attach a copy of the DVBE's certification.
- d. Prior to contract award, a bidder is to submit proof of their commitment by submitting a written agreement with the DVBE(s) identified in its bid's STD 840. The awarding department contracting official named in this solicitation will contact each listed DVBE, by mail, fax or telephone, for verification of the bidder's submitted DVBE information. The written agreement must be submitted to the address or facsimile number specified and within the timeframe identified in the notification. Failure to submit the written agreement as specified may be grounds for bid rejection.

OPTION B – GOOD FAITH EFFORT (GFE) performance and documentation requirements must be completely satisfied prior to bid submission if you are unable to obtain and commit to the full DVBE participation percentage goal (Option A) and do not exercise Option C. Perform and document the following Steps 1 through 5 on both sides of the attached STD 840 form. Failure to perform and document GFE Steps 1 through 5 as instructed, which includes properly completing and submitting both sides of STD 840, shall result in your bid being deemed non-responsive. Step 3, Advertisement, is required unless specifically waived for this solicitation due to time limits imposed by the awarding department.

Step 1 Awarding Department - Contact the department's contracting official named in this solicitation to identify interested DVBEs. You must fully document this contact and describe the results on STD 840 (Side 2).

Step 2 Other State and Federal Agencies, and Local Organizations

STATE Contact the Department of General Services, Procurement Division's (DGS-PD) Office of Small Business and DVBE Certification (OSDC) to obtain a list of certified DVBEs by telephone at (916) 322-5060 for the 24-hour automated telephone system or (916) 375-

4940 for the receptionist during normal business hours. This information can also be obtained by searching the online database at <http://www.pd.dgs.ca.gov/smbus>. Begin by

ATTACHMENT 5 Continued

selecting **Certified Firm Inquiry Services**, then search by using either the **Keyword Search** or the **Standard Query** options. You must fully document this contact and describe the results on STD 840 (Side 2).

FEDERAL Search the U.S. Small Business Administration's (SBA) online database (Pro-Net) at <http://www.pro-net.sba.gov> to identify potential DVBEs. Select these minimum options in the following sequence: select **Search Database**; select **CA** under "State"; select **Service Disabled Veteran** under "Other Ownership Data"; and "Search Using These Criteria" at the page bottom. The database takes a few moments to query, and then your list will appear on your screen. You may select other criteria to focus your search. You must fully document this contact and describe the results on STD 840 (Side 2).

LOCAL Contact at least one local DVBE organization to identify DVBEs. For a list of local DVBE organizations, please refer to the DVBE Resource Packet that may be accessed online (<http://www.pd.dgs.ca.gov/smbus> - select "DVBE Resource Packet") or obtain a hardcopy by requesting it from DGS-PD Office of Small Business and DVBE Outreach and Education (see the Resources & Information page). You must fully document your contact with local DVBE organizations and describe the results on STD 840 (Side 2).

Step 3 Advertisements are mandatory unless waived by the awarding department.

CONTENT REQUIREMENTS: Include all of the following in your advertisement(s): (1) company name; (2) contact name; (3) address; (4) telephone and facsimile (if applicable) numbers; (5) e-mail address (if applicable); (6) the state's solicitation number(s); (7) goods and/or services for which the state is soliciting; (8) the location of the work to be performed; and (9) the State's bid(s) due date and/or your due date for receiving DVBE responses.

HOW MANY & WHERE TO PUBLISH: Bidders must publish two (2) ads, one (1) each in a trade paper and a DVBE focus paper unless the paper is dual purpose (fulfilling both trade and focus requirements as defined in California Code of Regulations, Title 2, Section 1896.61(k)), in which case one (1) ad is acceptable. Please see the DVBE Resource Packet for a list of acceptable publications.

WHEN: Ads must be published after the solicitation's release date and at least 14 days prior to the bid due date, unless a different time period is expressly established in this solicitation.

DOCUMENT & SUBMIT: On STD 840 (Side 2), document the publication name(s) in which you published advertisement(s), the contact name and phone number, and date of publication. Include a copy (ies) of the advertisement(s) with your bid.

Step 4 Invitations to Participate

WHO: Invite (solicit) DVBEs who can provide relevant goods and/or services to this solicitation to subcontract with you. Conducting Steps 1 through 3 produces a list of DVBEs from which you may choose potential DVBEs subcontractors/suppliers to contact. Bidders are advised to contact as many DVBEs (who provide relevant goods and/or services in the applicable location(s)) as possible. Non-California-certified DVBEs are not eligible -- please refer those DVBEs to the OSDC to learn about certification (see the Resources & Information page for contact information).

FOR WHAT: Solicit DVBEs for goods and/or services relevant to the state's solicitation. If you are unable to identify specific portion(s) of the proposed contract to subcontract, the state encourages bidders to avoid making a predetermination that no DVBEs are able to perform

without first contacting and soliciting participation from them. This allows DVBEs to respond whether they can or cannot provide any goods or services related to the solicitation, and provides a bidder with responses for consideration.

ATTACHMENT 5 Continued

HOW TO INVITE & CONTENT REQUIREMENTS: Written invitations are required. At a minimum, invitations must contain all of the following: (1) company name; (2) contact name; (3) address; (4) phone and facsimile (if applicable) numbers; (5) return e-mail address (if applicable); (6) the state's solicitation number; (7) goods and/or services for which the state is soliciting; (8) location of work; and (9) the State's bid(s) due date and/or your due date for receiving DVBE responses.

WHEN: Provide DVBE's with a reasonable time period to receive and respond to your invitation, and to be considered by you for participation as described in Step 5, prior to your bid submission.

DOCUMENT & SUBMIT: Bidders must document the completed contacts on STD 840 (Side 1), Section A. Attach additional copies of STD 840A as necessary to list your DVBE contacts. You are required to attach a copy of: (1) each invitation or offer sent by letter, fax or e-mail; and (2) confirmation of transmittal or delivery. Your bid shall be considered non-responsive if it fails to include copies of the written invitations and delivery confirmations.

Step 5 Consider all responding DVBEs for contract participation. Consideration must be based on business needs for the contract and the same evaluation criteria must be applied to each potential DVBE subcontractor/supplier offering the same goods and services. You must document on STD 840 (Side 1), Section A any firm(s) selected for participation; or if not selected, the reason for non-selection. Attach additional copies of STD 840A as necessary to list all of your DVBE contacts.

OPTION C – THE DVBE BUSINESS UTILIZATION PLAN (BUP) option permits bidders to submit an approved DVBE BUP to satisfy DVBE participation solicitation requirements up to 3%. **DVBE BUPs apply only to solicitations for goods and information technology (IT) goods and services.** DVBE BUPs are a company's commitment to expend a minimum of 3% of its total statewide contract dollars with DVBEs -- this percentage is based on all of its contracts in the State, not just those with the State. DVBE BUPs must be submitted to and approved by the DGS-PD prior to the bid due date. Please call the DGS-PD, Office of Small Business and DVBE Outreach and Education for assistance. Bidders choosing this option must properly complete and submit STD 840 (Side 1) and include a copy of its approval letter with the bid; failure to submit these documents shall render your bid non-responsive.

Form STD 840 is attached as a PDF file and available online at:
<http://www.documents.dgs.ca.gov/pd/poliproc/Std%20840Awebproof4.pdf>

ATTACHMENT 5 Continued

RESOURCES AND INFORMATION

For assistance in preparing a responsive participation document, contact **the contracting official at the awarding department for this solicitation**. In accordance with Public Contract Code Section 10115.2(b) (3), bidders must advertise in trade and focus publications unless the requirement is waived. The Department of General Services, Procurement Division (DGS-PD) publishes a list of trade and focus publications to assist bidders in meeting these contract requirements. To obtain this list, please contact the DGS-PD Office of Small Business and DVBE Outreach and Education and request the "DVBE Resource Packet."

<p>U.S. Small Business Administration (SBA) Internet contact only – see instructions for website navigation PRONET Database: http://www.pro-net.sba.gov</p>	<p>FOR: Service-Disabled Veteran-owned businesses in California (Remember to verify each DVBE's California certification.)</p>
<p>Local Organizations (see the DVBE Resource Packet available from DGS-PD DVBE Program Section listed below)</p>	<p>FOR: List of potential DVBE subcontractors</p>
<p>DGS-PD Office of Small Business and DVBE Certification (OSDC) 707 Third Street, Room 400, West Sacramento, CA 95605 Website: http://www.pd.dgs.ca.gov/smbus 24-hour automated information & document requests: (916) 322-5060 Receptionist: (916) 375-4940 Fax: (916) 375-4950</p>	<p>FOR: Directory of Certified DVBEs Certification Applications Certification Information Certification Status, Concerns</p>
<p>DGS-PD Office of Small Business and DVBE Outreach and Education 707 Third Street, 2nd Floor, West Sacramento, CA 95605 Voice, 8 am—5 pm: (800) 559-5529 Fax: (916) 375-4597</p>	<p>FOR: DVBE Program Participation Requirements DVBE Program Info. and Statewide Policy DVBE Resource Packet DVBE Business Utilization Plan Small Business/DVBE Advocates</p>

Advertisement Format Example

This example offers a suggested format that includes required information outlined in Option B, Good Faith Effort, Step 3. You can substitute the applicable information for the bolded, italicized words.

DVBEs are invited to participate as a potential subcontractor/supplier to perform a commercially useful function specific to **DGS' RFP No. 12345** for **fencing materials in Chowchilla**. **DVBE responses due to me 1/1/02; Bids due to the State 1/15/02.**
Contact: **ABC Company**
Jane Doe, General Manager
123 Main Street, Sacramento, CA 95814
voice: **555/555-5555**; fax: **555/555-5556**
or e-mail: **jane.doe@abcco.com**

Commercially Useful Function Definition

California Code of Regulations, Title 2, § 1896.61(l): The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of Section 1896.61(f); is certified in accordance with Section 1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function. A DVBE contractor, subcontractor or supplier is considered performing a commercially useful function when it meets the following criteria:

- (1) The business concern is: responsible for the execution of a distinct element of the work of the contract; carrying out its obligation by actually performing, managing or supervising the work involved; and performing work that is normal for its business services and functions, and

(2) The business concern is not further subcontracting a greater portion of the work than would be expected by normal industry practices.

ATTACHMENT 5 Continued

**DVBE PROGRAM REQUIREMENTS / VIOLATIONS
AT-A-GLANCE**

To enable State of California contractors and contracting officials to better understand, identify, and report cases of potential DVBE program violations, they must be aware of the requirements placed on Disabled Veteran Business Enterprise (DVBE) contractors, subcontractors or suppliers to provide a “commercially useful function.” They also need to be aware of and understand the requirements placed on the qualifying disabled veteran(s) to maintain at least 51% management and operational control of the DVBE to remain eligible for certification as a DVBE.

This information is meant to provide a general understanding of the regulations relevant to program violations related to the DVBE Participation Program. The information found herein has been excerpted and paraphrased from the actual codes and regulations. Readers should refer to the actual code or regulation referenced for complete information.

Assembly Bill (AB) 669 and Senate Bill (SB) 1008 were signed by the Governor and take effect 1-1-04.

Assembly Bill 669 amends language in Military and Veterans Code Section 999. Senate Bill also amends language in Military and Veterans Code Section 999 and adds to Public Contract Code Section 10115.9. **Legislative changes are provided in bold and indicate that they are effective 1-1-04.**

**OWNERSHIP AND MANAGEMENT / OPERATIONAL CONTROL REQUIREMENTS FOR
DISABLED VETERAN BUSINESS ENTERPRISE(S)**

Military and Veterans Code Section 999(g):

To meet certification requirements and retain eligibility, one or more disabled veterans must own at least 51% of the business. Additionally, daily business operations must be managed and controlled by one or more disabled veterans [the disabled veteran(s) who manages and controls the business is not required to be the disabled veteran business owner(s)]. **Effective 1-1-04, AB 669 amends Military and Veterans Code Section 999(f) to require that the disabled veteran be domiciled in the State of California. Effective 1-1-04, SB 1008 added to Public Contract Code Section 10115.9: A limited liability company may be certified as a DVBE pursuant to this article if the limited liability company is wholly owned by one or more disabled veterans.**

California Code of Regulations, Title 2, § 1896.61(f):

To meet certification requirements and retain eligibility, the qualifying disabled veteran(s) must maintain management and operational control of the business. To have operational control, the qualifying disabled veteran(s) must demonstrate that he/she independently makes basic decisions in daily operations. He or she must maintain an active role in controlling the business. No formal or informal restrictions may exist to limit voting power or control of the business by the qualifying disabled veteran(s).

The qualifying disabled veteran(s) controls the operation of the firm in the following areas:

1. Financial
2. Bonding
3. Supervision-direct responsibility for subordinates
4. Work Force-direct responsibility for subordinates or subcontractors
5. Equipment
6. Materials

ATTACHMENT 5 Continued

7. Facilities (office/yard)

The qualifying disabled veteran(s) must be personally responsible for at least one of the following:

1. Negotiations, execution and signature of contracts.
2. Execution (signature) of financial transactions and agreements (credit, banking, bonding).

COMMERCIALLY USEFUL FUNCTION DEFINITION

California Code of Regulations, Title 2, § 1896.61(l) and Military and Veterans Code 999(e) (2):

The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of Section 1896.61(f); is certified in accordance with Section 1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function. ***Effective 1-1-04, AB 669 amended Military and Veterans Code 999(f) to include the requirement for the DVBE to perform a "commercially useful function," and added to the definition as indicated in bold below. Note: AB 669 also amended GC 14837 to require that certified small businesses and microbusinesses must also perform a commercially useful function.***

A DVBE contractor, subcontractor or supplier (person or entity) is considered performing a commercially useful function when it meets the following criteria:

1. The business concern, person or entity is: responsible for the execution of a distinct element of the work of the contract; carrying out its obligation by actually performing, managing or supervising the work involved; and performing work that is normal for its business services and functions, and
2. The business concern, person or entity is not further subcontracting a greater portion of the work than would be expected by normal industry practices.

A DVBE contractor, subcontractor or supplier (person or entity) will not be considered to perform a commercially useful function if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of disabled veteran business enterprise participation. (Military and Veterans Code 999(f) (2) (B), effective 1-1-04.)

Effective 1-1-04, SB 1008 amends Military and Veterans Code 999.2 to add:

(b) For purposes of this section:

(1) "Broker" or "agent" means any individual or entity, or any combination thereof, that does not have title, possession, control, and risk of loss of materials, supplies, services, or equipment provided to an awarding department, unless one or more certified disabled veterans has 51 percent ownership of the quantity and value of the materials, supplies, services, and of each piece of equipment provided under the contract.

(2) "Equipment" means any piece of equipment that is used or provided for rental to any state agency, department, officer, or other state governmental entity, including equipment for which operators are provided.

(3) "Equipment broker" means any broker or agent who rents equipment to an awarding department.

ATTACHMENT 5 Continued

(c) A disabled veteran business enterprise that rents equipment to an awarding department shall be deemed to be an equipment broker unless one or more disabled veterans has 51-percent ownership of the quantity and the value of each piece of equipment. If the equipment is owned by one or more disabled veterans, each disabled veteran owner shall, prior to performance under any contract, submit to the awarding department a declaration signed by the disabled veteran owner stating that the owner is a disabled veteran and providing the name, address, telephone number, and tax identification number of the disabled veteran owner. Each disabled veteran owner shall submit his or her federal income tax returns to the administering agency pursuant to subdivision (g) as if he or she were a disabled veteran business enterprise. The disabled veteran business enterprise of a disabled veteran owner who fails to submit his or her tax returns will be deemed to be an equipment broker.

(d) A disabled veteran business enterprise that rents equipment to an awarding department shall, prior to performing the contract, submit to the awarding department a declaration signed by each disabled veteran owner and manager of the enterprise stating that the enterprise obtained the contract by representing that the enterprise was a disabled veteran business enterprise meeting and maintaining all of the requirements of a disabled veteran business enterprise. The declaration shall include the name, address, telephone number, and tax identification number of the owner of each piece of equipment identified in the contract.

(e) State funds expended for equipment rented from equipment brokers pursuant to contracts awarded under this section shall not be credited toward the 3-percent goal.

(f) A disabled veteran business enterprise that is a broker or agent and that obtains a contract pursuant to subdivision (a) shall, prior to performing the contract, disclose to the awarding department that the business is a broker or agent. The disclosure shall be made in a declaration signed and executed by each disabled veteran owner and manager of the enterprise, declaring that the enterprise is a broker or agent, and identifying the name, address, and telephone number of the principal for whom the enterprise is acting as a broker or agent.

(g) (1) A disabled veteran business enterprise, and each owner thereof, shall, at the time of certification, submit to the administering agency complete copies of the enterprise's federal income tax returns for the three previous tax years.

(2) A disabled veteran business enterprise, and each owner thereof, shall submit to the administering agency complete copies of the enterprise's federal income tax returns that have a post certification due date, on or before the due date, including extensions.

(3) A disabled veteran business enterprise that, and each owner thereof who, has not submitted to the administering agency complete copies of the enterprise's federal income tax returns for the three tax years preceding certification nor for each post certification tax year for which a return was required to be filed, shall have 90 days to submit those returns.

(4) A disabled veteran business enterprise that fails to comply with any provision of this subdivision shall be prohibited from participating in any state contract until the disabled veteran business enterprise complies with the provisions of this subdivision. Funds expended involving a disabled veteran business enterprise during any period in which that enterprise is not in compliance with the provisions of this subdivision shall not be credited toward the awarding department's 3-percent goal.

(h) A disabled veteran business enterprise that fails to maintain the certification requirements set forth in this article shall immediately notify the awarding department and

ATTACHMENT 5 Continued

the administering agency of that failure by filing a notice of failure that states with particularity each requirement the disabled veteran business enterprise has failed to maintain.

Effective 1-1-04, SB 1008 also amends Military and Veterans Code 999.5(c) to read: An awarding department shall not credit toward the department's 3 percent goal state funds expended on a contract with a DVBE that does not meet and maintain the certification requirements.

DVBE PROGRAM VIOLATIONS

Military & Veterans Code 999.9 (a)(1-5) and Public Contract Code (PCC) 10115.10 (a)(1-5): Effective 1-1-04, SB 1008 adds to Military & Veterans Code 999.9 as indicated below in bold.

It is unlawful for a person or firm to:

- Knowingly and with intent to defraud, or fraudulently obtain or retain Disabled Veteran Business Enterprise (DVBE) certification.
- Willfully and knowingly make a false statement with the intent to defraud, or to influence any entity's DVBE certification.
- Willfully and knowingly obstruct, impede or attempt to obstruct or impede any state official or employee who is investigating a business entity's qualifications regarding the requested acceptance or certification as a DVBE.
- Knowingly and with intent to defraud, obtaining or attempting to obtain public monies, **contracts, or funds expended under a contract, that are awarded by any state agency, department, officer, or other state government agency**, to which the person is not entitled under the DVBE Participation Program.
- Knowingly and with intent to defraud, fraudulently represent participation or a DVBE in order to obtain or retain a bid preference or a state contract.
- **Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document.**
- **Willfully and knowingly aid or assist in, or procure, counsel, or advise, the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document.**
- **Willfully and knowingly fail to file any declaration or notice with the awarding agency that is required by Section 999.2.**
- Establish, or knowingly aid in the establishment of, or exercise control over, a firm found to have violated any of paragraphs above.

VIOLATIONS ARE MISDEMEANORS AND PUNISHABLE BY IMPRISONMENT OR FINE AND VIOLATORS ARE LIABLE FOR CIVIL PENALTIES

Military and Veterans Code 999.9 (b):

Effective 101-04, SB 1008 amended Military and Veterans Code 999.9 (b) as indicated in bold. Any person who violates any of the provisions of Military and Veterans Code 999.9, subdivision

(a), shall be guilty of a misdemeanor punishable by imprisonment in the county jail not exceeding six months or by a fine not exceeding one thousand dollars (\$1,000), or by both. In addition, the person shall be liable for a civil penalty of **not less than ten thousand dollars (\$10,000) nor**

ATTACHMENT 5 Continued

more than thirty thousand dollars (\$30,000) for the first violation, and a civil penalty of not less than thirty thousand dollars (\$30,000) nor more than fifty thousand dollars (\$50,000) for each additional or subsequent violation. A defendant who violates any of the provisions of subdivision (a) shall pay all costs and attorney's fees incurred by the plaintiff in a civil action brought pursuant to this section.

VIOLATIONS ARE SUBJECT TO SUSPENSION BY DGS

Military and Veterans Code 999.9 (c):

Effective 101-04, SB 1008 amended Military and Veterans Code 999.9 (c) as indicated in bold.

- **The Department of General Services shall suspend** any person who violates subdivision (a) from bidding on, or participating as either a contractor, subcontractor, or supplier in, any state contract or project for a period of not less than three years, **and if certified as a disabled veteran business enterprise, the department shall revoke the business' certification for a period of not less than three years. An additional or subsequent violation shall extend the periods of suspension and revocation for a period of not less than five years. The suspension and revocation shall apply to the principals of the business and any subsequent business formed or financed by, or affiliated with, those principals.**
- The Department of General Services shall prohibit any business or person who fails to satisfy the penalties, costs, and attorney's fees imposed pursuant to subdivision (b) from further contracting with the state until the penalties are satisfied.

REPORTING SUSPECTED DVBE PROGRAM VIOLATIONS

Military and Veterans Code 999.9 (d) and Public Contract Code § 10115.10 (a)(1-5):

Program violations should be reported to the awarding department. Awarding agencies will investigate and report all alleged DVBE Participation Program violations to the Procurement Division, Office of Small Business and DVBE Certification (OSDC). The Procurement Division, Office of Small Business and DVBE Certification (OSDC), will subsequently forward the allegations to the attorney general for possible action.

ASSISTANCE WITH SUSPECTED PROGRAM VIOLATIONS

Questions related to reporting potential DVBE program abuse, "commercially useful function," ownership and management and control by the qualifying disabled veteran(s), or the identity of the qualifying disabled veteran(s), should be directed to:

Gloria Anderson, Certification Administration and Compliance Manager, OSDS

Phone: 800.559.5529 or 916.375.4936

E-mail: gloria.anderson@dgs.ca.gov

Fax: 916.375.4950

Revised 11-17-03

NOTE: If a bidder fails to include a DVBE, or make a "Good Faith Effort", in his/her proposal, the proposer's bid will be automatically rejected by the CPUC's Contracts Officer.

ATTACHMENT 6

PAYEE DATA RECORD (STD 204)

Payee Data Record (STD 204)

***The Payee Data Record form can be found online at
<http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf>.***

ATTACHMENT 7

CONTRACTOR'S CERTIFICATION CLAUSES (CCC) – 307 Certification Clauses (CCC) - 1005

CCC-307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

ATTACHMENT 7 Continued

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

ATTACHMENT 7 Continued

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

ATTACHMENT 7 Continued

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
 - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
 - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
 - c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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ATTACHMENT 8

CONFLICT OF INTEREST STATEMENT

I _____ and any subcontractor certify that we do not have any relationship which could result in a conflict of interest in the performance of this Agreement and agree 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 Project 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.

It is necessary that the Consultant not have conflicts of interest nor enter into conflicts of interest that could compromise the independent and impartial analysis and services required in support of the CPUC's Communications Division under the contract resulting from this RFP(s). Therefore, the CPUC requires that the Consultant firm, its subcontractors, and its assigned staff shall not have conflicts of interests associated with the CPUC Communications Division's contractors and regulated entities or other state or CPUC Contractors nor enter into any such conflicts of interest. Therefore, further to the conflict of interest requirements stipulated in standard State of California contract language, Consultant firms shall be precluded from award as a result of this RFP if they, their management or proposed personnel, or their subcontractors, presently have or have had within the previous 12 months, any of the following:

- 1) Contracts or relationships of financial benefit with telecommunications utilities, suppliers, manufacturers or service providers active in California; or accepted funds, sponsorship or gifts from same.
- 2) Contracts or relationships of financial benefit with suppliers, manufacturers or service providers of communications equipment or related services for the deaf and disabled; or accepted funds, sponsorship or gifts from same.
- 3) Contracts or relationships of financial benefit with California community groups, advocate organizations and related entities for the deaf and disabled; or accepted funds, sponsorship or gifts from same.
- 4) Contracts or relationships of financial benefit with present contractors or vendors of the CPUC's Deaf and Disabled Telecommunications Program; or accepted funds, sponsorship or gifts from same. This includes the following potential DDTP vendors:
 - a. CRS vendors: GoAmerica, Nordia, Sprint, Verizon/MCI
 - b. CTAP vendors: WCI, Ultratec, and others currently under award
 - c. If the Contractor has had contracts or financial relationships with the entities described above but does not believe it is a conflict of interest with regards to this RFP please provide detailed information.

Excluded from these relationships are services provided by telecommunications utilities and suppliers for normal business operational services, e.g. telephone lines and yellow page listings; personal vendor usage, and personal interpreter services.

In addition to the above, the awarded bidder must submit a Statement of Economic Interest for each individual consultant that will provide non-ministerial consulting services to the CPUC. The Statements must be filed with the CPUC's Communications Division prior to the start of work. Filed Statements shall become public record. For the purposes of the RFP and its resulting contract, the CPUC shall be the sole authority to determine whether or not a conflict of interest exists with the selected firm and its proposed individual consultants. The CPUC's Communications Division shall be empowered to require the proposed individual consultant to remove his or her conflict of interest, or at the discretion of the Communications Division, may preclude the individual consultant from working on the project. The CPUC denial of key personnel identified in the bidder's proposal may be grounds for the termination of the intended or actual award. The Statement of Economic Interest is Form 700 provided by the California Fair Political Practices Commission, and is available at: <http://www.fppc.ca.gov/index.html?id=6>

SIGNATURE	DATE
-----------	------

PRINTED NAME AND TITLE	COMPANY NAME
------------------------	--------------

SIGNATURE OF SUBCONTRACTOR(S)	DATE
-------------------------------	------

PRINTED NAME(S) AND TITLE(S)
F) Sample Standard Agreement (STD 213)
STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

COMPANY NAME(S)

AGREEMENT NUMBER
REGISTRATION NUMBER

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

STATE AGENCY'S NAME
California Public Utilities Commission

CONTRACTOR'S NAME

2. The term of this Agreement is: May 2, 2008 through May 1, 2010

3. The maximum amount of this Agreement is: \$ Not to exceed \$2,200,000

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.

Exhibit A – Scope of Work	3 page(s)
Exhibit B – Budget Detail and Payment Provisions	3 page(s)
Exhibit C* – General Terms and Conditions	4 page(s)
Check mark one item below as Exhibit D:	
<input type="checkbox"/> Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)	1 page(s)
<input type="checkbox"/> Exhibit - D* Special Terms and Conditions	
<input type="checkbox"/> Exhibit- E Additional Provisions	5 page(s)
<input type="checkbox"/> Exhibit- F Cost Proposal Worksheet and Summary	3 page(s)
<input type="checkbox"/> Exhibit- G Sample Invoice	1 page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.



CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME <i>(if other than an individual, state whether a corporation.)</i>		
BY <i>(Authorized Signature)</i> 	DATE SIGNED <i>(Do not type)</i>	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME CALIFORNIA PUBLIC UTILITIES COMMISSION		
BY <i>(Authorized Signature)</i> 	DATE SIGNED <i>(Do not type)</i>	
PRINTED NAME AND TITLE OF PERSON SIGNING PAUL CLANON, EXECUTIVE DIRECTOR		
ADDRESS		
		<input type="checkbox"/> Exempt

EXHIBIT A

505 Van Ness Ave. San Francisco, CA 94102

SCOPE OF WORK

The California Public Utilities Commission (hereafter referred to as CPUC) and the Contractor (hereafter referred to as Contractor) agree to enter into a contractual agreement. The term of this agreement shall be from May 2, 2008 through May 1, 2010. The maximum amount of this agreement shall not exceed \$2,200,000.00. The amount and expiration date of this agreement may be changed by amendment to this agreement with the approval of the Department of General Services Office of Legal Services.

1. The Contractor agrees to provide services requested by CPUC or its designee, the Deaf and Disabled Telecommunications Programs (hereafter referred to as DDTP) Administrative Contractor upon approval by the CPUC's project manager.

The contract is for the purpose of assisting the CPUC's Deaf and Disabled Telecommunications Program (DDTP). This assistance includes strategic planning, drafting of the bid document and any related documents required by the Commission or control agencies in its procurement process for the DDTP's California Relay Services(CRS) 3. The consultant will also assist in the procurement process, including but not limited to the Bidders' Conference, answering questions, and protests. Additionally, the consultant will assist with the award of the CRS 3 contract(s) and implementation, including but not limited to transition, acceptance testing and coordination of detailed vendor plans in the move from CRS 2 to CRS 3.

2. The Contractor is expected to satisfactorily perform the tasks listed below:

General Tasks

- 5) Assist the CPUC's Communication Division (CD) with finalizing its strategic planning related to this project
- 6) Draft the bid document(s) and any related documents required by the Commission or control agencies in its procurement process for California Relay Services (CRS) 3.
- 7) Assist in the procurement, review, and award process of the CRS 3 contract(s).
- 8) Assist with the implementation, including transition, acceptance testing and coordination of detailed vendor plans and review of any significant vendor changes from CRS 2 to CRS 3.

Specific Tasks

Although the Scope of Work identifies four major program areas of Consultant support, the specific tasks within these areas may overlap to ensure that program requirements are fully integrated. The specific tasks associated with these program areas include those described below. The CPUC shall retain authority to assign, suspend, change, reduce or remove all specific tasks throughout the term of the Agreement to the extent that project funding allows.

- 1) Report to the CPUC CD Division Director or designee for ongoing direction and instructions.
- 2) Coordinate with the CPUC CD and others as identified by the CPUC/CD, to complete assignments and deliverables.
- 3) Develop and update a detailed project work plan based on the project schedule within two weeks of award of this RFP. Additional information on schedule and tasks will be provided to the selected consultant throughout the project.
- 4) Provide monthly status reports in writing that will summarize 1) work performed during the reporting period, 2) work anticipated to be performed during the next

EXHIBIT A

reporting period, 3) status of the project schedule, 4) status of consultant deliverables and tasks, and 5) problems, considerations and/or recommendations.

- 5) Provide other periodic status reports as requested by the CPUC CD project manager.
- 6) The consultant will work in cooperation with the CPUC CD and act as the lead in exploring the effectiveness of the current CRS structure and in identifying the needs of users including the CPUC CD, DDTP Constituent Community and others as designated.
- 7) Coordinate and participate in discussions, reviews, and analysis with CPUC CD management regarding the benefits and shortcomings of the current CRS contracts deployed for the State.
- 8) Coordinate and participate in discussions, reviews, and analysis with CPUC CD management and others that the CPUC/CD would designate regarding the functionality that should be incorporated into successor CRS contracts based on CPUC requirements, solutions deployed elsewhere, and unique solutions that result from this information gathering process.
- 9) Assist the CPUC's Communication Division (CD) with its strategic planning related to this project
- 10) Draft the bid document and any related documents required by the Commission or control agencies in its procurement process for California Relay Services (CRS) 3. This will include developing technical aspects of design such as service level objectives, reporting, functional and operational requirements, as well as draft contract language for CRS contracts.
- 11) Assist in the procurement process. This will include assisting with the bidders' conference, answering questions, protests, RFP or bid document addenda, templates for evaluation, confidential discussions, and review of vendor proposals.
- 12) Assist with the award of the CRS 3 contract(s) and implementation, including transition, acceptance testing and coordination of detailed vendor plans and review of any significant vendor changes from CRS 2 to CRS 3. This includes but is not limited to technical implementation on behalf of the CPUC of the integrated services of CRS contractor(s), testing and measurement of services provided by the CRS provider(s), associated reporting and recommendations for improvements, including site visits as necessary, and assistance in the development of performance measurement standards.
- 13) The technical consultant must be available to meet in Oakland, San Francisco, and Sacramento, as requested by the CPUC at the Consultant's expense. The Technical Consultant must also be available to travel if necessary to work sites of current and prospective contractors and others if required both in the State of California as well as out of the State. Please see Exhibit B, Section 2A for more information.

3. The project representatives during the term of this agreement will be:

State Agency: California Public Utilities Commission	Contractor:
Name: Jack Leutza	Name:
Phone: 415-703-1060	Phone:
Fax: 415-703-4405	Fax:
Email: jml@cpuc.ca.gov	Email:

Designee: DDTP Administrative Contractor
Phone: 510-302-1100
Fax: 510-271-8234

EXHIBIT A

Direct all inquiries to:

State Agency: California Public Utilities Commission	Contractor:
Section/Unit: Communications Division	Section/Unit:
Attention: Jack Leutza	Attention:
Address: 505 Van Ness Ave., San Francisco, CA 94102	Address:
Phone: 415-703-1060	Phone:
Fax: 415-703-4405	Fax:
Email: jml@cpuc.ca.gov	Email:

Designee: DDTP Administrative Contractor
Address: 505 14th Street, Suite 400
Oakland, CA 94612
Phone: 510-302-1100
Fax: 510-271-8234

EXHIBIT B

BUDGET DETAIL , INVOICING AND PAYMENT PROVISIONS

1. Invoicing and Payment

Consultant shall invoice no more frequently than monthly for work performed in arrears. Invoices shall correspond directly with status reports, work plans, and time/work reports (detailed weekly time/work reports that include the requested information below may be attached in lieu of creating a separate report). The monthly invoice (original plus four copies) must identify at a minimum the following:

- The time period covered (e.g., the previous calendar month).
- The tasks and each deliverable completed.
- By the CPUC identified Program Element, the number of hours billed by person for each completed task and deliverable, show the hourly rate(s) applied to each staff; also show a "roll-up" task for each task and deliverable.
- The total amount owed by the CPUC Program Element for the period covered, and the total amount for the period.

The State will withhold 10% of the monthly invoice until successful completion of the project. Upon successful completion of the entire project, Consultant may invoice the remaining 10% for services provided under the contract.

Invoices shall be submitted in quadruplicate not more than monthly in arrears. The invoices shall be submitted not more often than one month in arrears, and shall be submitted by the 5th of each month to:

Original plus three copies to:

Deaf and Disabled Telecommunications Program
505 14th Street #400
Oakland, CA 94612

And one copy to:

California Public Utilities Commission
ATTN: Sue Wong, Communications Division
505 Van Ness Avenue, 3rd Floor
San Francisco, CA 94102

Each invoice, except for invoices for net retentions withheld, shall be accompanied by a Monthly Status Report which shall include a description of the work performed for the invoice period. See Monthly Status Report under section C, Item 2.b for a description of the report's contents. Travel expenses shall be claimed in accordance with the provisions specified in Exhibit B, Item 2.

Invoices shall not be reviewed or verified by any third party organizations that would create a conflict of interest with the Consultant's performance of its duties on behalf of the CPUC under this Agreement.

The DDTP is entirely funded by a surcharge on end-user monthly telephone bills. The surcharge revenue is held in a Special Fund within the State Treasury. Expenditures are subject to the State's Annual Budget Act and funds paid to the Contractor are subject to audit.

EXHIBIT B

2. Direct Reimbursable Expenses

a) Travel

The Technical Consultant must be available to meet in San Francisco, Sacramento, and Oakland, as requested by the CPUC. Travel to San Francisco, Sacramento, and Oakland will be at the Contractor's expense. The Technical Consultant must also be available to travel if necessary to work sites of current and prospective contractors both in the State of California as well as out of the State. Expenses incurred for travel beyond a 100-mile radius limit of all three of the following locations: the Consultant's home office, the CPUC offices located at 505 Van Ness Ave., San Francisco, the DDTP's Administrative Headquarters located at 505 14th St Oakland, and the Department of General Services (DGS) offices located at 707 Third Street, West Sacramento may be reimbursed.

All of the Technical Consultant's travel outside the 100-mile radius limit or travel out of the State of California is subject to pre-approval of the CPUC. For in-state air travel, the Technical Consultant shall submit a travel request at least two weeks (14 days) in advance for CPUC approval. For all out-of-state travel, the Technical Consultant shall submit a travel request two weeks (14 days) in advance for CPUC approval. The CPUC shall provide written (to include letter or email message) approval or denial of the travel requests to the Technical Consultant. In no instance may the Contractor assume the travel has been approved prior to receiving written approval from the CPUC. The Contractor must pursue the matter until final written approval, or rejection, is received. The only exception is for emergency air travel (in-state only). The Contractor shall notify the CPUC within two hours of the emergency occurring. There shall be no emergency out-of-state air travel. In addition, the Contractor shall provide, with its monthly invoice to the CPUC, a list of all anticipated travel expenses for the upcoming month. This list will be used by the CPUC for budgetary purposes only.

When authorized, CPUC will reimburse the Contractor for reasonable travel expenses occurring outside the 100-mile radius limit, as established using the employee's primary work location, while performing tasks under the SOW. Reasonable travel expenses are defined as transportation, lodging, meals and incidental expenses in conformance with CPUC rules and regulations and within the Commission-approved DDTP budget. Travel expenses will be reimbursed at the same rate as provided for CPUC employees, as outlined in Standard Form 262. However, any Contractor staff training activities are not reimbursable by the CPUC. The CPUC may require the Contractor to make all its reimbursable travel arrangements through the CPUC staff person assigned this responsibility. The CPUC shall provide the Contractor the required information and instructions regarding who to contact and the procedures to be followed.

The CPUC shall have the right to deny payment for all invoiced project travel services not approved by the CPUC/CD in advance. Reimbursement of such expenses shall be taken from the total available contract funding, and therefore shall not increase the contract encumbrances or value.

b) Interpreter Services

Direct reimbursable expenses shall include CPUC/CD approved ASL interpreter services in support of the project. The CPUC shall have the right to deny payment for all invoiced interpreter services not approved by the CPUC/CD in advance. Reimbursement of such expenses shall be taken from the total available contract funding, and therefore shall not increase the contract encumbrances or value.

3. Budget Contingency Clause

EXHIBIT B

- 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 State 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 State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

4. Prompt Payment Clause

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

EXHIBIT C

GTC 307

GENERAL TERMS AND CONDITIONS

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR**: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION**: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE**: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical

EXHIBIT C

disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

- 1). "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
- 2). "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the

EXHIBITC

violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: "For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a). The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b) The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

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EXHIBITD

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. **Settlement of Disputes**

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 Project 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 prevail over any other language including that of the bid proposal.

3. **Evaluation of Contractor**

Performance of the Contractor under this Agreement will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet (STD 4), and maintained in the Agreement file. For consultant agreements, a copy of the evaluation will be sent to the Department of General Services, Office of Legal Services, if it is negative and over \$5,000.

4. **Potential Subcontractors**

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.

EXHIBITE

ADDITIONAL PROVISIONS

1. Consultant - Staff Expenses

The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with any governmental entity.

2. Subcontracts

Contractor shall submit any proposed subcontracts to the State for its written approval before entering into the same. No work shall be subcontracted without the prior approval of the State. Upon termination of any sub-contract, the State shall be notified immediately.

If the terminated subcontractor is a DVBE, the contractor must replace the subcontractor within the same participation category and such replacement must be approved by the Commission. Failure to adhere to DVBE Participation may be cause for contract termination and recovery of damages under the rights and remedies due the state under the default section of the contract. The Agreement shall permit the State to audit the Contractor to verify compliance with DVBE regulations.

3. Relationship with Contractor and Subcontractor

Contractor shall be responsible for all actions of subcontractors and all payment to subcontractors. Failure of a subcontractor to perform for any reason shall not relieve Contractor of the responsibility for competent and timely performance of duties under this contract. Commission staff will not deal with subcontractors except through Contractor's Project Manager.

All requests for changes of work within this contract shall be in writing between the Project Manager for Commission and the Project Manager for Contractor.

4. Commission Staff

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

5. Use of State Personnel

Contractor will not be permitted to use State personnel for the performance of services which are the responsibility of Contractor unless such use is previously agreed to in writing by the Commission's Project Manager, and an appropriate adjustment in price is made. No charge will be made to contractor for the services of State employees performing coordination or monitoring functions.

6. Changes in Time for Performance of Tasks

The time for performance of tasks and items within the budget, but not the total contract price, may be changed by written approval of the Commission's Project Manager. However, the date for completion, the total contract price, and scope, as well as, all other terms may be altered only by formal amendment of this contract.

7. 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.

EXHIBITE

8. Ownership of Data

Data developed for this contract shall become the property of the State. It shall not be disclosed without the permission of the Commission's Project 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 Project Manager may direct, with the exception of data which have become part of the public records of the State, as discussed in Paragraph 9.

9. Confidentiality of Data/Nondisclosure Agreement

The selected consultant will be required to treat all information gathered, developed, and structured for the project as confidential including relayed conversations of the California Relay Service and personal CPUC consumer information such as but not limited to name, address, disability or choice of service, phone number, etc. Some information may be marked as confidential beyond the award of the new California Relay Service. That information will be designated as such by the CPUC CD as required to protect internal security of information. The selected consultant will be made aware of the specific confidentiality requirements and will be required to sign a confidentiality statement developed by the CPUC. Each consultant resource will also be required to sign a separate confidentiality statement.

The Consultant ("Signatory"), by signing this Agreement agrees to perform the task(s) under this Agreement. The signatory recognizes that it must have full and unfettered access to information and documents within the knowledge and possession of various entities under the regulatory jurisdiction of the Commission. The Signatory also recognizes that some of this information may be proprietary, confidential, or privileged in nature.

The Signatory further recognizes that the 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-C. The Signatory 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 Signatory acknowledges that it has received a copy and read Public Utilities Code Section 583 and General Order 66-C, 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 Signatory further recognizes that much of the information obtained during the course of its work for the Commission may be subject to other privileges for nondisclosure, and may not be disclosed without the consent of the Commission or its Staff who 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.

The Signatory agrees not to disclose any information regarding its work to third parties except with the Commission Staff's express written consent, and to return all documents obtained during the course of the Agreement. The signatory agrees to notify the Commission Staff of any inquires and/or request for disclosure from any such third parties.

The Signatory 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-C to all who will be performing tasks under this Agreement; and (2) inform all those working under this Agreement that they are such to these legal provisions and must comply with Confidentiality of Data Agreement/Nondisclosure Section.

EXHIBITE

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

LEGAL NOTICE

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

10. Termination-Bankruptcy

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

11. Termination at State's Option

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

12. Termination in Event of Breach

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

13. Waiver

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

14. Gratuities

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

EXHIBITE

- B. In the event this contract is terminated as provided in paragraph 14(A), 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.

15. Conflict of Interest

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

It is necessary that the Consultant not have conflicts of interest nor enter into conflicts of interest that could compromise the independent and impartial analysis and services required in support of the CPUC's Communications Division under the contract resulting from this RFP(s). Therefore, the CPUC requires that the Consultant firm, its subcontractors, and its assigned staff shall not have conflicts of interests associated with the CPUC Communications Division's contractors and regulated entities or other state or CPUC Contractors nor enter into any such conflicts of interest. Therefore, further to the conflict of interest requirements stipulated in standard State of California contract language, Consultant firms shall be precluded from award as a result of this RFP if they, their management or proposed personnel, or their subcontractors, presently have or have had within the previous 12 months, any of the following:

- 5) Contracts or relationships of financial benefit with telecommunications utilities, suppliers, manufacturers or service providers active in California; or accepted funds, sponsorship or gifts from same.
- 6) Contracts or relationships of financial benefit with suppliers, manufacturers or service providers of communications equipment or related services for the deaf and disabled; or accepted funds, sponsorship or gifts from same.
- 7) Contracts or relationships of financial benefit with California community groups, advocate organizations and related entities for the deaf and disabled; or accepted funds, sponsorship or gifts from same.
- 8) Contracts or relationships of financial benefit with present contractors or vendors of the CPUC's Deaf and Disabled Telecommunications Program; or accepted funds, sponsorship or gifts from same. This includes the following potential DDTP vendors:
 - d) CRS vendors: GoAmerica, Nordia, Sprint, Verizon
 - e) CTAP vendors: WCI, Ultratec, and others currently under award
 - f) DDTP primary program and contract administrator vendor: California Communications Access Foundation (CCAF)

Excluded from these relationships are services provided by telecommunications utilities and suppliers for normal business operational services, e.g. telephone lines and yellow page listings; personal vendor usage, and personal interpreter services.

In addition to the above, the awarded bidder must submit a Statement of Economic Interest for each individual consultant that will provide non-ministerial consulting services to the CPUC. The Statements must be filed with the CPUC's Communications Division prior to the start of work. Filed Statements shall become public record. For the purposes of the RFP and its resulting contract, the CPUC shall be the sole authority to determine whether or not a conflict of interest exists with the selected firm and its proposed individual consultants. The CPUC's Communications Division shall be empowered to require the proposed individual consultant to remove his or her conflict of interest, or

EXHIBITE

at the discretion of the Communications Division, may preclude the individual consultant from working on the project. The CPUC denial of key personnel identified in the bidder's proposal may be grounds for the termination of the intended or actual award. The Statement of Economic Interest is Form 700 provided by the California Fair Political Practices Commission, and is available at: <http://www.fppc.ca.gov/index.html?id=6>

16. Agreement is Complete

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

17. Captions

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

18. Force Majeure

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

19. Counterparts

For the convenience of the parties, any number of counterparts of this Agreement may be executed by the parties hereto. Each such counterpart shall, and shall be deemed to be, an original instrument, but all such counterparts taken together shall constitute one and the same agreement.

EXHIBIT F

EXHIBIT F.1

COST PROPOSAL WORKSHEET AND SUMMARY: TASKS AND HOURS TO BE ASSUMED FOR COST DEVELOPMENT: (Further defined in Attachments 3.2 and 3.3)

COST PROPOSAL WORKSHEET:

Task # From RFP Section A 4 and Attachment 3.3 (a)	Staff Name(s) (b)	Skill Level (c)	Hourly Rate (d)	Hours (e)	Cost (f)
1		Management			
1		Principal Engineer			
1		Principal Analyst			
1		Senior Analyst			
1		Analyst			
Task 1 Subtotals:				300	
2		Management			
2		Principal Engineer			
2		Principal Analyst			
2		Senior Analyst			
2		Analyst			
Task 2 Subtotals:				1800	
3		Management			
3		Principal Engineer			
3		Principal Analyst			
3		Senior Analyst			
3		Analyst			
Task 3 Subtotals:				3600	
4		Management			
4		Principal Engineer			
4		Principal Analyst			
4		Senior Analyst			
4		Analyst			
Task 4 Subtotals:				1800	
Project Subtotals:					(g)
CPUC Reimbursed Travel Costs:					\$150,000
CPUC Reimbursed Communication Assistant Costs:					\$50,000
Project Totals:				7500	(h)

Total hours and costs per task may vary according to actual task assignments issued by the CPUC, however the project total shall not exceed that

proposed and contracted.

PROPOSAL COST SHEET SUMMARY:

Skill Level	Hourly Rate	Hours	Cost
Management			
Principal Engineer			
Principal Analyst			
Senior Analyst			
Analyst			
Project Subtotals:		7500	(g)
Costs to be Assumed for all Proposers:			\$200,000
Project Totals		7500	(h)

EXHIBIT F

EXHIBIT F.2

INSTRUCTIONS FOR DEVELOPING COST PROPOSAL

1. In completing the "Cost Proposal Worksheet and Summary" on Attachment 3.1, proposers/bidders are to provide their assumptions and cost development for each of the four major task areas identified in the RFP Scope of Work (Section A.4) and detailed in Attachment 3.3.
2. Specifically, proposers/bidders are to provide the following information:
 - a. Task number (column a): see RFP Scope of Work, Section A.4 and Attachment A.3 for task identification and description
 - b. Staff Name(s) (column b): provide additional attachment with names if required.
 - c. Skill Level (column c): see RFP Section 2.c for skill level definitions.
 - d. Hourly Rate: (column d): \$ per hour, all inclusive.
 - e. Hours (column e): proposers are provided total number of hours for project (7500), as well as projected hours broken down by the four major task areas which are to be used for purposes of developing their cost proposals (i.e., Task 1, 300 hours; Task 2, 1800 hours; Task 3, 3600 hours; and Task 4, 1800 hours).
Breakdown of these hours is for Cost Proposal Development only. As noted earlier, total hours and costs per task may vary according to actual task assignments as directed by the CPUC.
 - f. Costs (column f, or column d x column e): Proposers should identify number of hours and hourly rate of staff and skill level, calculating the resulting costs for each of the four major task areas; as well as by Skill Level to be reflected in the Cost Proposal Summary.
3. Additionally, the Cost Proposal Worksheet and Summary includes a budgeted dollar amount of \$200,000 for the two year contract period which is to be assumed by all proposers in developing their Cost Proposals. Consultant expenses in these areas require preapproval and are for two separate categories:
 - a. Travel Costs (\$150K): these are travel expenses which are preapproved by the CPUC and not included in those for which the technical consultant is responsible. See RFP Section A.4 Scope of Work (SOW); and Sample Contract, Exhibit A; SOW.
 - b. Communication Assistance (\$50K): these are communication assistance costs which may be incurred by the technical consultant as part of their contract required work with the DDTP administrative contractor, DDTP consumer advisory board member; or others as required. They require preapproval.
4. Lastly, the proposer is to complete their estimate of Project Subtotals, Column "g," and Project Totals, column "h."

EXHIBIT F

EXHIBIT F.3

DETAIL: CRS 3 CONSULTANT TASKS AND HOURS TO BE ASSUMED FOR COST SHEET DEVELOPMENT

Hours	Task Description
300 (1mo)	TASK 1: Finalize Bidding Strategy for CRS3. Work with CPUC with input from DDTP consumer advisory board members, and others as required to develop and finalize strategic planning as it relates to CRS3 structure and contracts.
1400 (2 mo)	TASK 2: Develop Draft CRS3 Bid Solicitation Document(s), e.g., RFP and related documents as required by CPUC, DGS, etc. Include all required and desired CRS services (includes functional and operational requirements, project management, reporting, training, etc.), service level objectives, evaluation and award criteria, and contract language unique to CRS. As requested, work with CPUC authorized consumer representatives, e.g., CRSAC or TADDAC CRS3 work group; designated CPUC and DGS representatives.
400 (1-3 mo)	Review solicitation documents with CPUC Communications Division management and assigned staff; review or present solicitation document as requested by the CPUC with DDTP consumer representatives, and others. Incorporate changes and finalize solicitation documents based on direction from CPUC project manager. Assist with presentations to CPUC Executive staff, others as required.
3600 (9-12 mo)	TASK 3: Issue Solicitation Document(s) (e.g., RFPs), Multistep Process. Prepare all necessary documents for support and participation as required in bidder conference, draft answers to CPUC/CD and DGS, all solicitation addenda, evaluation templates, confidential discussion documentation; support with contract negotiations; support of review of draft and final vendor proposals, etc. Assistance as directed with preparation of review and selection report.
1800 (3-6 mo)	TASK 4: Implementation and Transition from CRS 2 to CRS3. Review CRS vendor proposed implementation work plans; assist the CPUC to implement as required CALNET AT&T network services, provide technical and contractual review of all significant vendor changes.
	Acceptance Testing: review and develop, as required, acceptance testing plans of all vendors (including CALNET); schedule and perform acceptance testing with all vendors and the CPUC; provide test documentation and follow up testing as required. Report findings to the CPUC.
	Cutover: Develop plan to transition between current CRS2 contracts, vendors and new CRS3 contracts, vendors and structure. Coordinate and monitor cutover, including contract compliance issues. Report progress to CPUC project manager.
SUBTOTAL : 7500 Hrs	

EXHIBITG

SAMPLE INVOICE FORMAT

Invoice to be finalized with Contractor