

CALIFORNIA ARREARAGE PAYMENT PROGRAM

PRIMARY REQUEST FOR PROPOSAL #80



State of California
Department of Community Services and Development
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1. OVERVIEW

1.1. PURPOSE

The program compliance auditing services requested for this Primary Request for Proposal (PRFP) are relevant to the California Arrearage Payment Program (CAPP), administered by the California Department of Community Services and Development (CSD). A definition of a PRFP is provided in Section 8.1.

CSD requests that proposals be submitted for the following purpose and in accordance with each of the terms and conditions in this PRFP. The purpose of this PRFP is to solicit proposals from qualified firms to audit the expenditures of energy utilities and internal controls associated with the CAPP process.

1.2. CONTRACT TERM AND AVAILABLE FUNDING

CSD will award up to \$750,000 of the State Fiscal Recovery Fund for the delivery of services with a contract term beginning approximately February 2022 and ending approximately December 31, 2022. The firm shall perform services during normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, except State of California holidays per the California Department of Human Resources.

CSD may, at its sole discretion, propose to augment the contract for additional funding and/or extend the contract for additional time through a contract amendment. The amount of the funding shall be no greater than one times the contract amount, contingent upon agreement between CSD and the firm for the continuation of the contract without a change in scope.

1.3. KEY ACTIONS AND DATES

It is recognized that time is of the essence. All firms are hereby advised of the following schedule and will be expected to adhere to the required dates and times:

DATE	KEY ACTION
Dec 17, 2021	PRFP Available to Prospective Proposers
Dec 29, 2021 at 1:00-3:00 p.m. PST	Bidders' Conference (Optional)
Jan 7, 2022 at 2:00 p.m. PST	Deadline for Written Question Submission
Jan 14, 2022 at 5:00 p.m. PST	Responses to Written Questions Posted on CSD Website
Jan 21, 2022 at 5:00 p.m. PST	Deadline for Proposal Submission
Jan 24-28, 2022	Evaluation of Proposals
Jan 31, 2022 (Estimate)	Notice of Intent to Award Posted at CSD
Feb 11, 2022 (Estimate)	Contract Execution

1.4. BIDDERS' CONFERENCE (OPTIONAL)

For those that want to attend, an optional bidders' conference will be held December 29, 2021 from 1:00 p.m. to 3:00 p.m. Pacific Standard Time (PST) and will take place virtually on Zoom. Prior to the Conference, CSD will provide the meeting link and will provide dial-in information for those who wish to participate by telephone. Information regarding the conference will be posted on CSD's website at www.csd.ca.gov.

CSD strives to comply with the Americans with Disabilities Act (ADA) and will ensure that the bidders' conference is accessible to persons with disabilities, and ensuring this notice is available to the public in appropriate alternative formats when requested. For individuals with disabilities, the Department will provide assistive services such as sign-language interpretation, real-time captioning, note takers, reading or writing assistance, and conversion of meeting materials into Braille, large print, audiocassette or electronic form. To request such services, please call or write via email the following by 2:00 p.m. PST on December 24, 2021:

Jeffrey Kjer
California Department of Community Services and Development
Email: jeffrey.kjer@csd.ca.gov
Phone: (916) 295-4815

1.5. QUESTIONS AND REQUEST FOR REQUIREMENTS CHANGE

During the PRFP process, written questions for the final solicitation and requests for requirements change to the PRFP must be directed to Jeffrey Kjer of CSD and submitted in writing via email to jeffrey.kjer@csd.ca.gov by 2:00 p.m. PST on January 7, 2022.

At its discretion, CSD reserves the right to contact a proposer to seek clarification on their submitted question and/or request for requirements change. If a proposer fails to report a known or suspected problem with this PRFP, or fails to seek clarification and/or correction of the PRFP, the proposer submits a proposal at their own risk.

The solicitation includes a number of requirements for submittal, including format, qualifications, technical requirements, key action dates and other content. Proposers may request changes to the solicitation within the timeframe referenced above, if they believe they are inappropriate or unduly limits competition. Requests shall be evaluated on a case-by-case basis to determine the best interest of CAPP.

All questions will be answered in writing and posted on CSD's website at www.csd.ca.gov. Any material changes to the PRFP will be made in the form of an addendum. Please note that no verbal information given will be binding upon CSD unless such information is confirmed in writing as an official addendum to all parties/participants.

1.6. RESPONSES TO WRITTEN QUESTIONS

CSD will provide responses to written inquiries about this PRFP that are received via email (by 2:00 p.m. PST on January 7, 2022) and post the responses on the CSD website (www.csd.ca.gov) by 5:00 p.m. PST on January 14, 2022.

1.7. CONTACT INFORMATION

All communications, unless otherwise specified, should be directed to the following:

Jeffrey Kjer
California Department of Community Services and Development
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833
Email: jeffrey.kjer@csd.ca.gov
Phone: (916) 295-4815

2. BACKGROUND

2.1. CALIFORNIA DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT

The Department of Community Services and Development (CSD) is a State of California Department under the California Health and Human Services Agency (CHHS).

The mission of CSD is to reduce poverty for Californians by administering and enhancing energy and community service programs that result in an improved quality of life for low-income Californians. CSD fosters strong partnerships with local community organizations to provide high impact programs and leverage strategic resources resulting in ever-increasing hope, dignity and quality of life for California's low-income residents.

CSD manages four statewide energy saving weatherization programs for low-income households through a network of forty-one (41) contracted Local Service Providers. The programs are described below:

LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP)

The U.S. Department of Health & Human Services (HHS) funded LIHEAP provides assistance to eligible low-income households to meet their immediate home heating and/or cooling needs. The Home Energy Assistance Program provides financial assistance to eligible households to offset the costs of heating and/or cooling of residential dwellings, and the Energy Crisis Intervention Program provides payments for supply shortage and weather-related or energy-

related emergencies. In conjunction with the cash grant programs, LIHEAP funds a Weatherization Program providing free weatherization services to reduce heating and cooling costs and improve the energy efficiency of homes, including attic insulation, weather-stripping, minor housing repairs, caulking, water heater blankets and refrigerator replacement, electric water heater repair/replacement, heating and cooling system repair/replacement, compact fluorescent lamps and thermostat and related energy conservation measures. CSD strategically leverages its LIHEAP weatherization funding with the more extensive U.S. Department of Energy Weatherization Assistance Program described below.

WEATHERIZATION ASSISTANCE PROGRAM (WAP)

The U.S. Department of Energy (DOE) WAP provides assistance to eligible low-income households with services designed to improve the energy efficiency of their homes, reducing energy usage/costs, while safeguarding the health and safety of the households. Households are also educated on basic energy efficiency practices and instructed on the proper use and maintenance of the measures installed. Typical weatherization measures may include: weather-stripping, insulation, caulking, water heater blankets, refrigerator replacement, electric water heater repair/replacement, heating and cooling system repair/replacement, compact fluorescent lamps, and thermostats.

LOW INCOME WEATHERIZATION PROGRAM (LIWP)

The Low-Income Weatherization Program (LIWP), part of California Climate Investments, is an energy efficiency and renewable energy generation program administered by CSD. LIWP includes the Single-Family Energy Efficiency and Solar Photovoltaics (PV) Program that installs a variety of measures that include energy efficiency upgrades, solar PV, health and safety improvements, and limited home repairs at no cost to eligible, low-income households to reduce greenhouse gas emissions and save energy.

LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP)

Modeled after LIHEAP, the Low-Income Household Water Assistance Program (LIHWAP) provides financial assistance to low-income Californians to help manage their residential water utility costs. Established by Congress in December 2020, this federally funded program will help low-income households pay down their outstanding water bills. California has allocated \$116 million in one-time funding to provide LIHWAP assistance.

Find more information about the history of CSD and its programs at: www.csd.ca.gov

2.2. CALIFORNIA ARREARAGE PAYMENT PROGRAM

The newly established California Arrearage Payment Program (CAPP) will offer financial assistance for California energy utility customers to help reduce past due energy bill balances

that were incurred during the COVID-19 pandemic. Established by Governor Newsom and the California Legislature in the 2021-22 State Budget and administered by CSD, the CAPP program dedicates approximately \$1 billion in federal American Rescue Plan Act funding to address Californian's energy debts.

Utility customers **do not need to apply** to receive assistance under CAPP. Energy utilities will apply for CAPP assistance on behalf of customers who incurred a past due balance of 60 days or more on their energy bill during the COVID-19 pandemic relief period covering March 4, 2020 through June 15, 2021. If a customer account is eligible, a credit will be automatically applied to the customer's bill.

CAPP benefits will be credited to customer accounts on a rolling basis as energy utilities apply and are approved for CAPP funding. To expedite the release and distribution of CAPP assistance to eligible Californian utility customers, CSD is working closely with the state's energy utilities. There are four distinct phases of CAPP implementation that are required for energy utilities participating in the program.

PHASE 1: UTILITY SURVEY - *COMPLETED*

Energy utilities have provided arrearage survey data to calculate total statewide energy bill arrearages and determine CAPP allocations for individual utilities. CSD has released the results of the Utility Survey and CAPP allocations via CAPP Program Notices.

PHASE 2: CAPP APPLICATION – *IN PROGRESS*

CSD distributed CAPP applications to energy utilities following the release of arrearage data and allocation determinations. After the release of applications, utilities will have 60 days to complete and submit a CAPP Application to CSD. Customers do not need to apply to receive a CAPP benefit. Utilities will directly apply a CAPP benefit to qualifying customer accounts.

PHASE 3: CAPP ALLOCATIONS AWARDED – *IN PROGRESS*

CSD will review and approve CAPP applications on a rolling basis. CAPP allocations must be distributed to utilities by January 31, 2022. Energy utilities will be required to apply CAPP benefits to customer accounts within 60 days of receiving CAPP funds.

PHASE 4: UTILITY OUTCOMES REPORTING

Energy utilities will be required to report CAPP outcomes within 6 months following the receipt of the CAPP allocation. Utilities will report data on total funds distributed, number of customers served, and average benefit, among other outcomes.

Find more information about CAPP at: www.csd.ca.gov/Pages/CAPP.aspx

3. SCOPE OF WORK

3.1. TYPE OF AUDIT

The audit will encompass a program compliance examination of up to 44 energy utilities participating in CAPP, in accordance with the laws and regulations of the State of California. The program compliance audit will cover CAPP funding sources in accordance with generally accepted auditing standards:

- *Government Auditing Standards* issued by the Comptroller General of the United States;
- Title 2 Code of Federal Regulations Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) issued by the Office of Management and Budget (OMB); and
- Statement on Standards for Attestation Engagements (SSAE).

Among the 44 energy utilities, there are 8 investor-owned electric utilities and 36 publicly owned electric utilities and electric cooperatives. Out of the approximate \$1 billion in federal American Rescue Plan Act funding allocated for arrearages, about \$300 million was allocated for public utilities and electric cooperatives and about \$700 million was allocated for investor-owned utilities and partnered community choice aggregators. The contract recipient will adopt the critical role in applying its professional capabilities to determine if applicable state energy utilities distributed the CAPP funds appropriately to thousands of customer households that may be facing a utility service disconnection.

The reported statewide energy utility arrearages were calculated to be \$1,994,976,176, which far exceeds the total CAPP allocation of \$993.5 million. Given that CAPP funding will not cover the total reported statewide energy utility arrearages, utility applicants shall apply CAPP Benefits to customer accounts using the “Waterfall” method, which will: Serve customers in order of priority by distributing CAPP funds in a way that provides a meaningful benefit to all customers within a utility company’s highest customer priority group before providing a CAPP Benefit to subsequent customer priority groups in the same manner; and treat customers equitably by ensuring that all customers within a particular priority group receive the same percentage of arrearage offset. The following are the four priority categories:

1. Active residential customers with past due balances who are at risk of disconnection due to nonpayment;
2. Active residential customers with past due balances;
3. Inactive residential customers with past due balances; then
4. Commercial customers with past due balances.

The contractor shall be mindful of the “Waterfall” guideline for distribution of customer benefits when accessing the performance compliance of applicable energy utilities participating in CAPP.

3.2. CONTRACTOR’S TASKS AND DELIVERABLES

The contractor shall perform the following tasks and provide the following deliverables as described herein:

TASK 1: PROJECT TEAM MANAGEMENT AND QUALITY CONTROL

The contractor shall:

1. Designate a lead project manager as the main point of contact.
2. Understand and become familiar with state contracting requirements applicable to the project.
3. Starting one (1) week after contract execution, provide a status update every two (2) weeks or sooner if issues arise, to the CSD project manager, detailing progress along the project schedule and addressing any concerns or issues that may come up.
4. Plan, organize, review, monitor, train, and provide general direction to contractor staff.
5. Identify resources required for completion of the identified deliverables, including access to experts within CSD and data required to perform analysis.

TASK 1: DELIVERABLES

The contractor shall provide:

1. Detailed status updates via email to the CSD project manager every two (2) weeks or sooner if issues arise throughout the project duration. The status update shall identify how the contractor is staying within the required timeline of the project. In addition to identifying accomplishments, identify any risks and risk mitigation.

TASK 2: FINAL AUDIT REPORTS

The contractor shall:

1. Prepare and provide comprehensive findings of the audit for each applicable energy utility. The reports shall be provided via email in Microsoft (MS) Word and PDF to the CSD Project Manager and outline the following:
 - a. Summary of the work performed;
 - b. Summary of findings and results; and
 - c. Summary of problems encountered.

TASK 2: DELIVERABLES

For each applicable energy utility, the contractor shall:

1. Issue a draft final audit report in MS Word and PDF via email to the CSD project manager. The CSD project manager shall review the draft audit report prior to the contractor finalizing and issuing the final audit report to CSD.
2. Issue a final audit report to the CSD project manager within seventy-five (75) days after the energy utility is provided the audit engagement letter, unless the contractor gets prior approval from CSD to extend the time period due to complexities or extenuating circumstances. The contractor shall provide a PDF copy via email to the CSD project manager.

3.3. ACCEPTANCE CRITERIA

It shall be CSD's sole determination as to whether a deliverable (i.e., draft audit report, billing invoice) has been successfully completed and acceptable to CSD. The CSD project manager will provide an email to the contractor once acceptance/approval of a deliverable is confirmed.

3.4. CONTRACTOR'S RESPONSIBILITIES

The contractor shall:

1. Contact the CSD project manager if additional information or access to specific data is needed;
2. Ensure information that is deemed confidential or marked confidential shall be kept in a confidential manner in relation to data security requirements;
3. Make all appropriate revisions to a deliverable and resubmit to the CSD project manager for review within five (5) business days of receiving notification from the CSD project manager, unless additional time is approved in writing; and,
4. Make themselves available to CSD should they need to be involved in any additional meetings or hearings/testifying as a result of the culmination of information from the performed audits. CSD shall provide a ten (10) business days notification of any scheduled hearings that requires the contractor's appearance.

3.5. LOCATION

The contractor shall perform the services primarily at the contractor's office. There may be a need to travel to the energy utilities in order to meet the established criteria.

3.6. CSD'S RESPONSIBILITIES

CSD shall:

1. Designate a project manager to whom all communication may be addressed and oversee the contractor's performance, completion of requested services, approval of the deliverables, and other reports to CSD management on the status of the agreement.
2. Introduce the energy utilities to the contractor through a CAPP Program Notice that will be posted on the CSD website (www.csd.ca.gov).
3. Review the contractor's deliverables and provide feedback for revisions, or approval via email, within ten (10) working days, in order for the contractor to perform its obligations under the agreement. It shall be CSD's sole determination as to whether a deliverable has been successfully completed and is acceptable to CSD.
4. CSD shall provide access to business and technical documents as necessary for the contractor to complete the tasks and deliverables specified in Section 3.2.

3.7. AUDIT OVERVIEW

1. The audit of an applicable energy utility will begin after the final report on CAPP outcomes is received from the energy utility company.
2. Auditors are to verify that the customer account remained active and service was not discontinued, in alignment with the statutory requirements (Assembly Bill 135, Section 9, Article 12, and Gov. Code § 16429.5).
3. The audit testing of client payment plans will only extend ninety (90) days after credit was applied to the customer accounts.
4. The auditor will not audit for payment plans for inactive customer accounts.
5. The auditor will only audit the arrearage amount and the credit applied to the customer accounts.
6. The final utility data report will be available in a spreadsheet format (or other format as requested of CSD by the auditor) in addition to the original format that the energy utility provides.
7. An audit engagement letter will be issued by the auditor to the energy utility within seven (7) days of notification by CSD.
8. The final auditor's report for each applicable energy utility will need to be submitted to CSD within seventy-five (75) days after the energy utility is provided the audit engagement letter, unless the auditor gets prior approval from CSD to extend the time period due to complexities or extenuating circumstances.

Refer to Section 5.1.4 of the PRFP for more details about the audit plan.

4. PROPOSER QUALIFICATIONS

4.1. MINIMUM QUALIFICATIONS FOR PROPOSERS

Failure to meet the minimum qualification will cause the submitted proposal to be considered unresponsive and the proposal will be disqualified.

The firm **must have**, at minimum, the following qualifications and experience:

1. An office established in the State of California. Proposer must be qualified to do business in the State of California.
2. Firm must be a professional certified public accounting firm in business for the last seven (7) years.
3. Firm must have sufficient company employees/staff to provide auditing services to CSD to complete the tasks and deliverables outlined in Section 3.2.
4. Firm must not be a publicly traded corporation or subsidiary thereof that is incorporated offshore, even if the United States is the principal market for the public trading of the corporation's stock.
5. Firm must be free from conflicts of interest with any energy utility for which they are bidding services, not only at the time of selection, but throughout the term of the contract as well.
6. Firm must be immediately available to provide the services that will be set forth in the contract.
7. Firm must be able to bid to at least 35 of the 44 energy utilities participating in CAPP.

4.2. DESIRED QUALIFICATION FOR PROPOSERS

1. Experience with auditing utilities.

5. PROPOSAL REQUIREMENTS

5.1. RESPONSE FORMS PART 1

5.1.1. FIRM EXPERIENCE (25 POINTS)

Discuss the overall experience of your firm that demonstrates its ability to successfully complete the tasks and deliverables outlined in Section 3.2. If applicable, discuss your firm's experience as an auditing firm to utilities. Indicate if the auditing service provided was transaction specific or for a contracted period.

Provide the following required attachments:

- Conflict of interest disclosure. (See Attachment 5).
- References. (See Attachment 6).

- Minimum qualifications certification. (See Attachment 7).
- The results of the most recent peer review as an AICPA member, if applicable. (See Attachment 8).
- A detailed list of all auditing services by client for the past three (3) years. (See Attachment 9).
- A copy of your firm's California State Board of Accountancy License. (See Attachment 10).

5.1.2. KEY PERSONNEL QUALIFICATIONS (15 POINTS)

Identify the key personnel who will be providing the services required by the proposal, including years and type of experience for each person. Experience should include number of years at current firm as well as all prior service. Experience in program compliance audits should be detailed. The lead personnel in charge of the energy utilities account must have at least five (5) years of experience in public accounting and audits.

The firm must ensure that the quality and availability of its personnel assigned to this agreement will be maintained over the term of the agreement. Any changes in assigned personnel are at the discretion of the firm, provided that any replacements have substantially the same as or better qualifications and experience than the original personnel.

Provide the following required attachment:

- Organizational structure as evidenced by an organization chart. (See Attachment 3).
- Resumes. (See Attachment 4).

5.1.3. WORKPLAN NARRATIVE AND WORKPLAN TIMELINE (25 POINTS)

The proposer must submit an approach narrative that encapsulates their approach to the tasks and deliverables outlined in Section 3.2. The proposer should describe the following information:

- The specific approach and steps the firm intends to complete in performing the tasks and deliverables outlined in Section 3.2. The approach must include the firm's approach to deploying resources to meet the deadlines. In addition, the firm must describe how it will maintain quality of the portfolio of audits that has been assigned in a manner that is consistent with all professional standards.
- Any additional deliverables the proposer would add to the tasks and deliverables outlined in Section 3.2, why they would recommend these, and their proposed method for accomplishing the recommended changes.

Additionally, the proposer must submit a workplan timeline for accomplishing the program evaluation and delivering the final work products for a single utility within 75 days, including time estimates and milestones. The proposer should provide a conservative workplan timeline which estimates the number of days to complete each task and deliverable identified in the approach narrative.

5.1.4. AUDIT PLAN (35 POINTS)

The proposer must submit an audit plan, separate from the approach narrative and workplan timeline. The audit plan shall demonstrate specific audit procedures that the proposer needs to perform to gather sufficient evidence on which to base their opinion on the performance compliance for each applicable energy utility.

The proposer shall discuss a detailed plan to:

1. Test internal controls over the utility survey and all necessary data and information obtained to support the energy utility applicant's request for CAPP funding to validate its reasonableness. This step may be coordinated with other audit steps, such as arrearage testing.
2. Compare and identify any variance between the survey report conducted by the energy utility and the final audit report conducted by the contractor, with respect to the customer priority categories defined in Section 3.1.
3. Verify the energy utility followed the methodology outlined by CSD in program notices/application to prorate CAPP funds if the CAPP funding is not sufficient to meet the needs of the customers, with respect to the customer priority categories defined in Section 3.1.
4. Upon receipt of the final report from CSD on CAPP outcomes from the energy utility:
 - a. Select a sample of customer accounts and verify the arrearages are correctly calculated as identified in the contract/application. Proposers are highly advised to utilize the following matrix to determine sample sizes. (Sample sizes must include Load Servicing Entities and Community Choice Aggregators, if applicable to that utility). See Attachment 17 for CSD's sample size estimates for each utility.
 - b. Select a sample of customer accounts with outstanding arrearages and verify the CAPP benefit was posted to the customer account within 60 days of receipt of CAPP funds by the energy utility.
 - c. Verify customer accounts were not shut off for 90 days following credit of the CAPP funds.
 - d. Verify that payment plans were offered for any accounts with remaining balances and that late fees and penalties were waived.
5. Provide a program compliance report for each applicable energy utility that identifies total CAPP funds received, expended, and unapplied. Verify remittance of unapplied funds, if applicable.
6. Describe how it will maintain quality of the audit in a manner that is consistent with all professional standards.

5.2. RESPONSE FORMS PART 2

5.2.1. COST PROPOSAL

See Attachment 15.

6. SUBMISSION INSTRUCTIONS

6.1. REQUIRED ATTACHMENTS

For the proposal to be considered responsive, all required attachments (Attachments 1-15) must be completed and included with the proposal by the date and time shown in Section 1.3.

6.2. REQUIRED FORMAT FOR A PROPOSAL

This PRFP, the evaluation of the proposals, and the award of any resultant contract will be governed generally by the rules of this section and applicable State policy.

Proposals must be organized in the format shown below and contain all of the information listed:

1. **Executive Summary:** A signed executive summary, on company letterhead, introducing the firm and summarizing the firm's qualifications. It should clearly state the firm's understanding of the requirements under this PRFP and highlight any unique qualifications.
2. **Table of Contents:** Include a table of contents displaying the organization of the proposal being submitted.
3. **Response Forms Part 1:**
 - a. Firm Experience.
 - b. Key Personnel Qualifications.
 - c. Workplan Narrative and Workplan Timeline.
 - d. Audit Plan.
4. **Response Forms Part 2:**
 - a. Cost Proposal (Attachment 15).
5. **Required Attachments 1-14.**

6.3. ELECTRONIC SUBMISSION

The deadline to submit the proposal is **January 21, 2022 at 5:00 pm PST**. Proposers must submit one (1) PDF, containing all the required elements of the proposal via email to capp.rfp@csd.ca.gov. All documents contained in the proposal must have electronic signatures and must be signed by a person who is authorized to bind the proposing firm. Proposals not submitted electronically by the due date and time indicated above will be rejected.

Email Component	Information Requirement
To Email Address	capp.rfp@csd.ca.gov
Subject Line	CAPP Proposal <i>[insert firm's name]</i>
Body of Email	Your email should include: <ul style="list-style-type: none"> ▪ Firm's name, address, and contact information ▪ Offer point of contact name, address, and contact information
Attachments	Attach one (1) file containing all the required elements of the proposal. The file must be submitted in PDF format only. Unless otherwise directed, CSD does NOT accept Word and Excel formats.

7. SCORING PROCESS

7.1. PROPOSAL SCORING

Proposals will be reviewed and evaluated in the following manner:

STEP 1 – REVIEW AND EVALUATION OF RESPONSE FORMS PART 1

A compliance and qualifications review and determination of responsiveness and responsibility will be conducted on submittals of Response Forms Part 1. Any proposers whose proposals are determined to be unresponsive, non-responsible or otherwise not qualified to proceed to Step 2 shall not be further evaluated. It is the proposing firm's responsibility to provide sufficient information in the proposal to permit CSD staff to make an accurate assessment of the firm's ability to provide the services needed. 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.

The proposals that meet the Minimum Qualifications for Proposers in Section 4.1 will be evaluated and scored according to the Scoring Criteria indicated below. A minimum of **80** points out of the 100 possible points must be achieved to be considered responsive. The selection will be made by an evaluation committee of CSD on the basis of the following weighted factors (maximum points available for each criterion are noted):

Scoring Criteria	Maximum Possible Points
Firm Experience	25
Key Personnel Qualifications	15
Workplan Narrative and Workplan Timeline	25
Audit Plan	35
Maximum Total Points Possible	100 Points

STEP 2 – EVALUATION OF RESPONSE FORMS PART 2 (COST PROPOSAL)

The top 3 highest scoring proposers with responsive proposals emerging from the Step 1 will be evaluated by CSD for their costs for each applicable energy utility and average hourly rate. If less than 3 proposers meet the minimum threshold for Step 2, only those meeting the minimum threshold for Step 2 will be evaluated by CSD. An award will be made to the proposer with the lowest cost proposal for each applicable energy utility.

7.2. DISPUTE PROCEDURES

Proposers that were not successful in the solicitation may submit a letter disputing the outcome on the basis that the Department made an error in awarding the contracts and why those errors would have led to an outcome in which the disputing bidder would have prevailed on the solicitation. The letter of dispute shall be addressed to Megan Rivers, Deputy Director for Administration, via email at megan.rivers@csd.ca.gov, and may not provide any additional information that was not included in the original proposal.

The letter of dispute must be filed with the Department prior to contract execution (See Section 1.3). CSD will render a decision of the letter of dispute and the decision will be considered final.

7.3. AWARD PROCEDURES

Up to three (3) contracts are expected to be awarded through this PRFP process.

8. ADMINISTRATION

8.1. PRIMARY RFP DEFINED

The competitive method used for the procurement of services is a Request for Proposal (RFP). A *Primary* RFP, or PRFP, entails awarding the contract to the proposer who proposes the lowest cost as long as they meet the required standards. A proposal submitted in response to this PRFP will be scored and ranked based on the scoring criteria in Section 7.1.

8.2. COST OF DEVELOPING PROPOSAL

The proposer is responsible for the cost of developing a proposal and this cost cannot be charged to the State.

8.3. CONFIDENTIAL INFORMATION

CSD will not accept or retain any proposals that are marked confidential in their entirety.

8.4. DARFUR CONTRACTING ACT OF 2008

Effective January 1, 2009, Public Contract Code sections 10475, *et. seq.*; Stats. 2008, Ch. 272, requires that all solicitations must address the requirements of the Darfur Contracting Act of 2008 (Act). (Public Contract Code sections 10475, *et seq.*; Stats. 2008, Ch. 272). The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with “scrutinized” companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code section 10475.

A scrutinized company is a company doing business in Sudan as defined in Public Contract Code section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services. (Public Contract Code section 10477(a)).

Therefore, Public Contract Code section 10478 (a) requires a company that currently has (or within the previous three years has had) business activities or other operations outside of the United States to certify that it is not a “scrutinized” company when it submits a bid or proposal to a State agency. (See Option #1 on Attachment 13).

A scrutinized company may still, however, submit a bid or proposal for a contract with a State agency for goods or services if the company first obtains permission from the Department of General Services according to the criteria set forth in Public Contract Code section 10477(b). (See Option #2 on Attachment 13).

8.5. PRFP CANCELLATION AND AMENDMENTS

If it is in the State's best interest, CSD reserves the right to do any of the following:

- Cancel this PRFP;
- Amend this PRFP as needed; or
- Reject any or all proposals received in response to this PRFP.

If the PRFP is amended, CSD will send an addendum to all parties who requested the PRFP and will post it on CSD's website at www.csd.ca.gov.

8.6. ERRORS

If a proposer discovers any ambiguity, conflict, omission, or other error in the PRFP, the proposer shall immediately notify CSD of such error in writing and request modification or clarification of the document. Modifications or clarifications will be given by written notice to all parties who requested the PRFP, without divulging the source of the request for clarification.

An error in the final proposal may cause the rejection of that proposal; however, CSD may at its sole option retain the proposal and make certain corrections. In determining if a correction will be made, CSD will consider the conformance of the proposal to the format and content required by the solicitation, and any unusual complexity of the format and content required by the solicitation.

1. If the proposer's intent is clearly established based on review of the complete final proposal submittal, CSD may at its sole option correct an error based on that established intent.
2. CSD may at its sole option correct obvious clerical errors.
3. If the re-computations or interpretations, as applied in accordance with this section, result in significant changes in the amount of money to be paid to the proposer (if awarded the Contract) or in a requirement of the proposer to supply a major item at no cost, the proposer will be given the opportunity to promptly establish the grounds legally justifying relief from its proposal.
4. It is absolutely essential that proposer carefully review the cost elements in their final proposal, since they will not have the option to correct errors after the time for submittal of the final proposals.
5. CSD may request clarification of items in the proposer's response if the meaning is not clear to CSD. Responses to requests for clarification must be confirmed in writing by the proposer as instructed by CSD's Procurement Official at the time of the request.
6. At CSD's sole discretion, it may declare the final proposal to be a draft proposal in the event that CSD determines that final proposals from all proposers contain material deviations. Proposers may not dispute CSD's determination that all proposals have material deviations. If all proposals are declared noncompliant, CSD may issue an addendum to the solicitation. Should this occur, CSD may hold confidential discussions

with participating proposers who are interested in continuing to be considered. Each participating proposer will be notified of the due date for the submission of a new final proposal to CSD. This submission must conform to the requirements of the original solicitation as amended by any subsequent addenda. The new final proposals will be evaluated as required by Section 7.1.

8.7. MODIFYING OR WITHDRAWAL OF PROPOSAL

A proposer may, by electronic mail to the Contract Unit at CSD, withdraw or modify a submitted proposal before the deadline to submit proposals. Proposals cannot be changed after the deadline to submit.

8.8. IMMATERIAL DEFECT

CSD may waive any immaterial defect or deviation contained in a proposer's proposal. CSD's waiver shall in no way modify the proposal or excuse the successful proposer from full compliance.

8.9. DISPOSITION OF PROPOSALS

Upon proposal opening, all documents submitted in response to this PRFP 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.

8.10. PROPOSER'S ADMONISHMENT

The PRFP contains the instructions governing the requirements for a firm quotation to be submitted by interested proposers, the format in which the technical information is to be submitted, the material to be included, the requirements which must be met to be eligible for consideration, and proposer responsibilities. Proposers must take the responsibility to carefully read the entire PRFP, ask appropriate questions in a timely manner, submit all required responses in a complete manner by the required date and time, make sure that all procedures and requirements of the PRFP are followed and appropriately addressed, and carefully reread the entire PRFP before submitting proposal.

8.11. REJECTION OF PROPOSAL

Deviation, whether or not intentional, may cause a proposal to be non-compliant and not considered for award. CSD may reject any or all proposals and may waive any immaterial deviation or defect in a proposal. CSD's waiver of any immaterial deviation or defect shall in no way modify the PRFP documents or excuse the proposer from full compliance with the PRFP specifications if awarded a contract. Final proposals not received by the date and time specified in Section 1.3 will be rejected.

8.12. AGREEMENT EXECUTION AND PERFORMANCE

Performance shall start on the date set by CSD and the contractor after all approvals have been obtained and the agreement is fully executed. Should the contractor fail to commence work at the agreed upon time, upon five (5) days written notice to the contractor, CSD reserves the right to terminate the agreement. All performance under agreement shall be completed on or before the termination date of the agreement. The estimated term of the agreement is expected to last until December 31, 2022. The Standard Agreement, Attachment 16, is attached for review. The proposer who is awarded a contract will be required to sign the Standard Agreement and related documents.

8.13. ATTACHMENTS

ATTACHMENT 1 – Required Attachments Check List

A responsive proposal shall consist of an original copy of all the required items identified below. Complete this checklist by marking the box with an “X” for each item you are submitting to CSD.

<u>Form</u>	<u>Description</u>
<input type="checkbox"/> Attachment 1	Required Attachments Checklist
<input type="checkbox"/> Attachment 2	Proposal/Proposer Certification Sheet
<input type="checkbox"/> Attachment 3	Organization Chart
<input type="checkbox"/> Attachment 4	Key Personnel Resumes
<input type="checkbox"/> Attachment 5	Conflict of Interest Check List
<input type="checkbox"/> Attachment 6	Proposer References
<input type="checkbox"/> Attachment 7	Minimum Qualifications Certification
<input type="checkbox"/> Attachment 8	Peer Review*
<input type="checkbox"/> Attachment 9	List of Past Auditing Services
<input type="checkbox"/> Attachment 10	California Board of Accountancy License
<input type="checkbox"/> Attachment 11	Bidder Declaration (GSPD-05-105)
<input type="checkbox"/> Attachment 12	Contractor Certification Clauses (CCC-307)
<input type="checkbox"/> Attachment 13	Darfur Contracting Act Certification*
<input type="checkbox"/> Attachment 14	Payee Data Record (204)
<input type="checkbox"/> Attachment 15	Cost Proposal

*If applicable

ATTACHMENT 2 – Proposal/Proposer Certification Sheet

This Proposal/Proposer Certification Sheet must be signed and returned along with all the "required attachments" with **electronic** signatures. Proxy signatures are prohibited. The proposal must be submitted electronically in accordance with PRFP instructions.

1. Place required attachments 1-14 behind this certification sheet.
2. 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.
3. The signature below certifies to the best of your knowledge that the information provided on this document is true and complete.

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 and Disabled Veteran Business Enterprise (OSDS) as:		
a. California Small Business 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:	
<p>NOTE: A copy of your Certification is required to be included if either of the above items is checked “Yes”.</p> <p>Date application was submitted to OSDS, if an application is pending:</p>		

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

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed. These items are self-explanatory.
4	Check if the 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 the 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 the 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 the federal employer tax identification number (EIN).
8	Enter the 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 the 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 the certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter the service code on the line. If you are not certified to one or both, place a check in the "No" box. If the certification is pending, enter the date the application was submitted to Office of Small Business Certification and Resources (OSBCR).

[ATTACHMENT 3 – Organization Chart](#)

Illustrate the proposed relationships between the lead project manager, key personnel, and support staff that are expected to participate in the project.

[ATTACHMENT 4 – Key Personnel Resumes](#)

As required by Public Contract Code PCC § 10371, completed resumes for each contract participant who will exercise a major administrative role or major policy or key personnel role, as identified by the Contractor, are included in the proposal.

Resumes should detail experience meeting the requirements of this PRFP for individuals who will be directly involved in providing the services under the agreement.

ATTACHMENT 5 – Conflict of Interest Check List

Proposers must complete the checklist below by marking the box with an “X” for each energy utility participating in CAPP with whom the proposer has a conflict of interest. A proposer has a conflict of interest with the energy utility if the participating firm or any individual employee of the participating firm meets at least one (1) of the following criteria:

1. Any **current contract** or other financial relationships, including the ownership of stocks or bonds, with any energy utility participating in CAPP. Bidders must disclose any current contract or any other financial relationship including the ownership of stocks or bonds with these entities as well. No new contracts shall be entered into by the participating firm with any energy utilities that they are auditing during the audit period. (For contracts, provide the client name, total amount of payments, duration and nature of the service provided.)
2. **Prior contracts** (i.e., over the last three years) in any category with any energy utility participating in CAPP, and any special relationship between the team, firm, assigned individuals and employees of the energy utilities participating in CAPP. (For contracts, provide the client name, total amount of payments, duration and nature of the service provided.)

The proposer certifies that the information provided in the checklist is correct to the best of their knowledge. By signing this attachment, the proposer also agrees that if selected, it will notify CSD immediately upon its failure to continue to meet the minimum qualifications.

On behalf of _____, I certify that

(Bidder Name)

said firm provided the correct information in the Conflict of Interest checklist.

(Authorized Signature of Firm)

(Firm Name)

(Print Name)

(Date)

(Title)

Investor-Owned Utilities & Associated Community Choice Aggregators & Electricity Load-Serving Entities

- Bear Valley Electric Service
- Liberty Utilities
- Pacific Gas and Electric Company
 - Central Coast Community Energy
 - CleanPowerSF
 - East Bay Community Power
 - King City Community Power
 - Marin Clean Energy
 - Peninsula Clean Energy Authority
 - Pioneer Community Energy
 - Redwood Coast Energy Authority
 - San José Clean Energy
 - Silicon Valley Clean Energy Authority
 - Sonoma Clean Power
 - Valley Clean Energy Alliance
 - Just Energy Solutions
 - Pilot Power Group, Inc.
 - Direct Energy Business Marketing, LLC
 - Tiger, Inc.
- PacifiCorp
- San Diego Gas and Electric Company
 - Clean Energy Alliance
 - San Diego Community Power
 - Pilot Power Group, Inc.
 - Three Phases Renewables
- Southern California Gas Company
- Southwest Gas
- Southern California Edison Company
 - Apple Valley Choice Energy
 - Baldwin Park Resident Owned Utility District
 - Clean Power Alliance
 - Desert community Energy
 - Lancaster Choice Energy
 - Pico Rivera Innovative Municipal Energy
 - Pomona Choice Energy
 - Rancho Mirage Energy Authority
 - San Jacinto Power
 - Just Energy Solutions
 - Three Phases Renewables

Public Utilities and Electric Cooperatives

- | | |
|---|--|
| <input type="checkbox"/> Alameda Municipal Power | <input type="checkbox"/> Gridley Electric Utility |
| <input type="checkbox"/> Anza Electric Cooperative Inc. | <input type="checkbox"/> Imperial Irrigation District |
| <input type="checkbox"/> Azusa Light and Water | <input type="checkbox"/> Lassen Municipal Utility District |
| <input type="checkbox"/> Burbank Water and Power | <input type="checkbox"/> Lodi Electric Utility |
| <input type="checkbox"/> City of Anaheim | <input type="checkbox"/> Los Angeles Department of Water and Power |
| <input type="checkbox"/> City of Banning | <input type="checkbox"/> Modesto Irrigation District |
| <input type="checkbox"/> City of Corona | <input type="checkbox"/> Moreno Valley Electric Utility |
| <input type="checkbox"/> City of Healdsburg Electric Department | <input type="checkbox"/> Pasadena Water and Power |
| <input type="checkbox"/> City of Lompoc Electric Division | <input type="checkbox"/> Plumas-Sierra rural Electric Cooperative |
| <input type="checkbox"/> City of Long Beach | <input type="checkbox"/> Rancho Cucamonga Municipal Utility |
| <input type="checkbox"/> City of Needles | <input type="checkbox"/> Redding Electric Utility |
| <input type="checkbox"/> City of Palo Alto Utilities Department | <input type="checkbox"/> Roseville Electric |
| <input type="checkbox"/> City of Pittsburg | <input type="checkbox"/> Sacramento Municipal Utility District |
| <input type="checkbox"/> City of Riverside | <input type="checkbox"/> San Francisco Public Utilities Commission |
| <input type="checkbox"/> City of Shasta Lake | <input type="checkbox"/> Silicon Valley Power |
| <input type="checkbox"/> City of Ukiah | <input type="checkbox"/> Surprise Valley Electric Cooperative |
| <input type="checkbox"/> City of Vernon | <input type="checkbox"/> Truckee Donner Public Utility District |
| <input type="checkbox"/> Glendale Water and Power | <input type="checkbox"/> Turlock Irrigation District |

ATTACHMENT 6 – Proposer References

Please provide three references of organizations for which the proposer has performed similar accounting/auditing services to those outlined in this PRFP within the past eight (8) years from the date of the release of the PRFP. None of the references can be from CSD.

Proposers that cannot provide the references may be deemed non-compliant and not eligible to receive an award. CSD shall make a reasonable attempt to contact the references, but it is the sole responsibility of the proposer to ensure that the provided reference is available to respond in a timely manner. A negative reference check may result in rejection at the sole discretion of the CSD.

REFERENCE 1			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			
REFERENCE 2			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

CALIFORNIA ARREARAGE PAYMENT PROGRAM | 2022 REQUEST FOR PROPOSAL

REFERENCE 3			
Name of Firm			
Street Address	City	State	Zip Code
Contact Person		Telephone Number	
Dates of Service		Value or Cost of Service	
Brief Description of Service Provided			

ATTACHMENT 7 – Minimum Qualification Certification

The Bidder certifies that it fulfills all the Minimum Qualifications outlined Section 4.1. By signing this attachment, the Bidder also agrees that if selected, it will notify CSD immediately upon its failure to continue to meet the minimum qualifications.

On behalf of _____, I certify that

(Bidder Name)

said firm, including any and all partners (if a consortium), complies with the Minimum Qualifications set forth in Section 4.1 of the PRFP.

(Authorized Signature of Firm)

(Firm Name)

(Print Name)

(Date)

(Title)

[ATTACHMENT 8 – Peer Review](#)

The proposer must submit the results of the most recent peer review as an AICPA member, if applicable. CSD will review the statement for anything that might impact the ability of the firm to execute the engagement.

[ATTACHMENT 9 – List of Past Auditing Services](#)

The proposer must submit a detailed list of all auditing services by client for the past three (3) years. CSD will review the list for anything that might impact the ability of the firm to execute the engagement.

[ATTACHMENT 10 – California Board of Accountancy License](#)

The proposer must submit a copy of the firm’s California Board of Accountancy License.

[ATTACHMENT 11 – Bidder Declaration \(GSPD-05-105\)](#)

The Bidder Declaration form (GSPD-05-105) is a required submittal. It is available at the following website: <https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>

ATTACHMENT 12 – Contract Certification Clauses (CCC 04/2017)

CCC 04/2017

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 11102) (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,
 - 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).
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.
 8. **GENDER IDENTITY**: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

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):

- a. 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.
- b. 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):

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

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.

[ATTACHMENT 13 – Darfur Contracting Act Certification \(if applicable\)](#)

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do **not** need to complete this form.

OPTION #1 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

<i>Company/Vendor 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 and State of</i>	

OPTION #2 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the State. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

Company/Vendor Name (Printed)	Federal ID Number
Initials of Submitter	
Printed Name and Title of Person Initialing	

[ATTACHMENT 14 – Payee Data Record \(STD 204\)](#)

The Payee Data Record (STD 204) is a required submittal. It is available at the following website:
<https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>

ATTACHMENT 15 – Cost Proposal

Cost proposals, including the costs for individual energy utilities as well as the average hourly rate of staff, may not exceed \$750,000 to complete all 44 utility audits within the scope of this engagement.

The firm must indicate, next to each energy utilities that it does not have a conflict with, the cost of completing an audit for that energy utility. The cost should be comprehensive of all costs associated with conducting the audit, including staff costs, travel, and other related expenses.

Investor-Owned Utilities

Bear Valley Electric Service	\$,			
Liberty Utilities	\$,			
Pacific Gas and Electric Company	\$,			
PacifiCorp	\$,			
San Diego Gas and Electric Company	\$,			
Southern California Edison Company	\$,			
Southern California Gas Company	\$,			
Southwest Gas	\$,			

Public Utilities and Electric Cooperatives

Alameda Municipal Power	\$,			
Anza Electric Cooperative Inc.	\$,			
Azusa Light and Water	\$,			
Burbank Water and Power	\$,			
City of Anaheim	\$,			
City of Banning	\$,			
City of Corona	\$,			
City of Healdsburg Electric Department	\$,			
City of Lompoc Electric Division	\$,			
City of Long Beach	\$,			
City of Needles	\$,			

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City of Palo Alto Utilities Department	\$,			
City of Pittsburg	\$,			
City of Riverside	\$,			
City of Shasta Lake	\$,			
City of Ukiah	\$,			
City of Vernon	\$,			
Glendale Water and Power	\$,			
Gridley Electric Utility	\$,			
Imperial Irrigation District	\$,			
Lassen Municipal Utility District	\$,			
Lodi Electric Utility	\$,			
Los Angeles Department of Water and Power	\$,			
Modesto Irrigation District	\$,			
Moreno Valley Electric Utility	\$,			
Pasadena Water and Power	\$,			
Plumas-Sierra rural Electric Cooperative	\$,			
Rancho Cucamonga Municipal Utility	\$,			
Redding Electric Utility	\$,			
Roseville Electric	\$,			
Sacramento Municipal Utility District	\$,			
San Francisco Public Utilities Commission	\$,			
Silicon Valley Power	\$,			
Surprise Valley Electric Cooperative	\$,			
Truckee Donner Public Utility District	\$,			
Turlock Irrigation District	\$,			
Total	\$,			

The firm must also indicate the average hourly rate for staff that will be supported by the State Fiscal Recovery Fund for the proposed project. The average hourly rate should include the travel cost and any additional costs for materials to complete the engagement.

Average Hourly Rate	\$,			
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ATTACHMENT 16 – Standard Agreement (STD 213)

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

CONTRACTOR NAME

2. The term of this Agreement is:

START DATE

THROUGH END DATE

3. The maximum amount of this Agreement is:

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	
Exhibit B	Budget Detail and Payment Provisions	
Exhibit C *	General Terms and Conditions	
+		
-		

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

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

CONTRACTOR

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

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
-----------------------------	------	-------	-----

PRINTED NAME OF PERSON SIGNING	TITLE
--------------------------------	-------

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
---------------------------------	-------------

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
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PRINTED NAME OF PERSON SIGNING	TITLE
--------------------------------	-------

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
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CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)
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EXHIBIT C – 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 deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. 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. (See Cal. Code Regs., tit. 2, §11105.)

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 04/2017 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 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.
19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:
- a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each

DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

1. **INSURANCE**

- A. Contractor shall maintain, as required by the State, workers' compensation, general liability, public liability, and vehicle liability coverage as pertinent to its operational activities, and said coverage shall be in effect at all times during the term of this Agreement.
- B. Contractor shall not cancel its coverage without thirty (30) calendar days' prior written notice to CSD.

2. **DISPUTES**

Unless otherwise provided in this Agreement, any dispute concerning a question of fact arising under this Agreement that cannot be resolved informally shall be decided by the following two-step procedures.

- A. The Contractor must provide written notice of the particulars of such disputes to the Project Representative (Exhibit X.X) or his/her duly appointed representative. The Project Representative must respond in writing within ten (10) working days of receipt of the written notice of dispute. Should the Contractor disagree with the Project Representative's decision, the Contractor may appeal to the second level. Pending the decision on appeal, the Contractor shall proceed diligently with the performance of this Agreement in accordance with the Project Representative's decision.
- B. The second level appeal must indicate why the Project Representative's decision is unacceptable, attaching to it Contractor's original statement of the dispute with supporting documents, along with a copy of the Project Representative's response. This letter shall be sent to the Deputy Director of Programs or his/her duly appointed representative. The second level appeal must be filed within fifteen (15) working days of receipt of the Project Representative's decision. Failure to submit an appeal within the period specified shall constitute a waiver of all such right to an adjustment of this Agreement. The Deputy Director or designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director or designee shall be returned to the Contractor within fifteen (15) working days of the receipt of the appeal.
- C. The State reserves the right to terminate this Agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this Agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, this Agreement can be immediately terminated for cause. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State’s notification to the Contractor.

This Agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State’s premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

3. INDEMNIFICATION AND GUARANTEES

State is constitutionally prohibited from indemnifying and holding the Contractor harmless; assuming responsibilities for matters beyond State’s control; accepting any other provision creating a contingent liability against the State (including guarantees); or agreeing to obtain insurance to protect Contractor. (See Government Code Section 815–818.9 and the State Contracting manual, Section 7.60.)

4. FORCE MAJEURE

The performance of this Agreement by either party, in part or in full, is subject to events or occurrences beyond their control such as, but not limited to, the following: acts of nature, war, threat of war, government retaliation against foreign enemies, government regulation or advisory, disasters, fire, earthquakes, accidents or other casualty, (exception: neither party may terminate or suspend this agreement for strikes, labor disputes or work stoppages involving their respective employees or agents), acts of attendees, civil disorder, terrorist acts and/or threats of terrorism, acts of foreign enemies, curtailment of transportation services or facilities preventing attendees from attending, or a similar intervening cause beyond the control of either party making it illegal, impossible, or commercially impracticable to hold the meeting at CSD or to provide the services outlined in this Agreement.

Either party may terminate, suspend, or partially perform its obligations under this Agreement without liability or further obligation by written notice to the other party if such obligations are delayed, prevented, or frustrated by any of the above events, or similar event or occurrence, to the extent such events or occurrences are beyond the reasonable control of the party whose reasonable performance is prevented, made impracticable, or partially curtailed.

5. CONTRACT AMENDMENT

CSD may add or delete services or extend the term of this contract upon mutual agreement between Contractor and CSD.

6. EVALUATION OF A CONTRACTOR

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

7. POTENTIAL SUBCONTRACTORS

Nothing contained in this Agreement or otherwise shall create any contractual relation between CSD and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to CSD 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 Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from CSD's obligation to make payments to the Contractor. As a result, CSD shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

8. CONFLICT OF INTEREST

Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest and that no officer or employee who exercises any function or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.

Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

9. CONFIDENTIALITY

Contractor may within the course of its duties handle personal, statistical, technical and other data relating to CSD and CSD Providers. All such information is confidential, and, unless permitted by CSD in writing, Contractor shall not disclose such information, directly or indirectly, or use it in any way, either during the term of this Agreement or any time thereafter, except as required to perform its duties under this Agreement.

10. INFORMATION SECURITY, INTEGRITY AND CONFIDENTIALITY

Where access to personal^[1], confidential^[2], and/or sensitive^[3] information assets^[4] (hereafter, collectively referred to as “Confidential Information”) is required in the performance of this Agreement for CSD; or access to such information is not required but physical access to facilities or computer systems is required and such access presents the potential for incidental access and/or inadvertent disclosure of such information, Contractor agrees to the following:

- A. General Confidentiality of Data Provision. Contractor shall protect all Confidential Information from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. This includes, but is not limited to, the secure transport, transmission and storage of data used or acquired in the performance of this Agreement. No reports, information, discoveries or data obtained, assembled or developed by Contractor in the performance of this Agreement may be released, published or made available to any individual or entity without prior written approval from the Department. Contractor shall retain as confidential all work performed under this Agreement, recommendations and/or reports made to the Department, and all discussions between Contractor and CSD staff, including all communications, whether oral, written or electronic. CSD may deem non-confidential in part or all of the work or other information referenced in this Paragraph without prior permission of Contractor.

^[1] Information that identifies or describes an individual, including but not limited to, name, social security number, physical description, home address, home telephone number, education, financial account numbers, employment history and individually identifiable health information. (See California State Administrative Manual, sections 5300.4 and 5320.5.)

^[2] Information that is exempt from disclosure under the provisions of the California Public Records Act (GC 6250-6265) or other applicable state or federal laws. (See California State Administrative Manual, sections 5300.4 and 5320.5.)

^[3] Information, either public or confidential, maintained by CSD that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive information includes, but is not limited to, records of CSD’s financial transactions and regulatory actions. (See California State Administrative Manual, sections 5300.4 and 5320.5.)

^[4] All categories of automated information, including but not limited to records, files, statistics and databases; and information technology facilities, equipment (including personal computer systems), and software owned or leased by CSD. (See California State Administrative Manual, section 5300.4.)

- B. Contractor warrants and certifies that in the performance of this Agreement, Contractor shall comply with all applicable statutes, rules, regulations and orders of the United States and the State of California and agrees to indemnify CSD against any loss, cost, damage or liability by reason of Contractor's violation of this provision, including but not limited to information handling and confidentiality requirements outlined in the California Information Practices Act (Civil Code sections 1798 et seq.);
- C. Contractor shall not, except as authorized or required by their duties by law, reveal or divulge to any person or entity any of the Confidential Information concerning CSD and its affiliates which becomes known to him or her during the term of this Agreement.
- D. Contractor shall keep confidential all Confidential Information entrusted to them and shall not use or attempt to use any such Confidential Information in any manner which may injure or cause loss, either directly or indirectly, to CSD.
- E. Contractor shall comply, and shall cause its agents, subcontractors and individual employees to comply, with such directions as CSD shall make to ensure the safeguarding or confidentiality of all its resources.
- F. CSD reserves the right to require that, prior to commencing work on this contract, Contractor, its agents, subcontractors and individual employees involved in the performance of this Agreement, sign an information security and confidentiality statement, in a form to be provided by CSD. In such cases, Contractor shall attest that its agents, subcontractors and individual employees involved in the performance of this Agreement are bound by terms of a confidentiality agreement with Contractor similar in nature to this statement.
- G. Contractor shall immediately notify CSD when it discovers that there may have been a breach in security which has or may have resulted in compromise to Confidential Information. For purposes of this Paragraph, immediately is defined as within two hours of discovery. CSD contact for such notification is as follows:

Information Security Officer
Department of Community Services and Development
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833
Email: ISO@CSD.CA.GOV

- H. Contractor shall furnish written notification of the discovery, including a description of the nature of the breach or potential breach in security, in a form to be provided by CSD, to the Information Security Officer within 48 hours of Contractor's discovery.
- I. Contractor agrees to properly secure and maintain any computer systems (hardware and software applications) that Contractor uses in the performance of this Agreement. This includes ensuring that all CSD issued computer systems are available to receive security patches, upgrades, and anti-virus updates in a timely manner, and are safely and securely stowed while not in use, to ensure the security of data that may be used, transmitted, or stored on such systems in the performance of this Agreement; and
- J. Whenever Contractor utilizes non-State issued equipment in the performance of this Agreement, Contractor agrees, in addition to subdivisions 1 through 9 above, to:
 - 1. Access and use Confidential Information only for performing Agreement duties for CSD.
 - 2. Install encryption technology on all equipment, including but not limited to, personal laptops, computers, handheld devices, and removable storage devices, e.g., flash drives, CDs, and DVDs.
 - 3. Store and transmit Confidential Information using encryption technology.
 - 4. Pay all costs associated with complying with the encryption requirements within this section whenever utilizing non-State issued equipment.
 - 5. Have fully functional and operating encryption technology in place prior to commencing work on this Agreement.
 - 6. Set the lock computer feature on personal laptops or PCs to automatically engage after no more than 15 minutes of keyboard and/or mouse inactivity.
 - 7. Not remove Confidential Information from any CSD-controlled work area without prior authorization from CSD staff authorized to provide such authorization; and
 - 8. Consent to CSD monitoring of Contractor's activities involving use of CSD systems, applications and/or network.

ATTACHMENT 17 – Audit Estimates

	<i>Estimated Number of Clients Served</i>	<i>Number of Accounts Checked</i>	<i>Sub Accounts if Applicable ¹</i>
Pacific Gas and Electric Company, CCA & LSE	726,455	200	
Central Coast Community Energy			8
CleanPowerSF			6
East Bay Community Energy			22
King City Community Power			1
Marin Clean Energy			17
Peninsula Clean Energy Authority			6
Pioneer Community Energy			4
Redwood Coast Energy Authority			5
San José Clean Energy			12
Silicon Valley Clean Energy Authority			4
Sonoma Clean Power			9
Valley Clean Energy Alliance			2
Just Energy Solutions-PGE			1
Pilot Power Group, Inc.-PGE			1
Direct Energy Business Marketing, LLC			1
Tiger, Inc.			1
San Diego Gas and Electric Company, CCA & LSE	152,629	150	
Clean Energy Alliance			17
San Diego Community Power			1
Pilot Power Group, Inc.-SanDG&E			1
Three Phases Renewables LLC-SanDG&E			1
Southern California Edison Company, CCA & LSE	433,282	200	
Apple Valley Choice Energy			2
Baldwin Park Resident Owned Utility District			1
Clean Power Alliance			33
Desert Community Energy			2
Lancaster Choice Energy			5
Pico Rivera Innovative Municipal Energy			1
Pomona Choice Energy			1
Rancho Mirage Energy Authority			1
San Jacinto Power			2
Just Energy Solutions-SoCalE			1
Three Phases Renewables LLC-SoCalE			1
Bear Valley Electric Service	872	10	
Liberty Utilities	2,010	20	
PacifiCorp	3,825	50	
Southern California Gas Company	560,701	200	
Southwest Gas	34,275	150	

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	<i>Estimated Number of Clients Served</i>	<i>Number of Accounts Checked</i>	<i>Sub Accounts if Applicable¹</i>
Alameda Municipal Power	1,769	20	
Anza Electric Cooperative Inc.	71	5	
Azusa Light and Water	1,424	20	
Burbank Water and Power	3,616	50	
City of Anaheim	13,023	150	
City of Banning	1,337	20	
City of Corona	386	10	
City of Healdsburg Electric Department	459	10	
City of Lompoc Electric Division	2,992	50	
City of Long Beach	11,367	150	
City of Needles	302	10	
City of Palo Alto Utilities Department	1,229	20	
City of Pittsburg	8	5	
City of Riverside	17,337	150	
City of Shasta Lake	194	5	
City of Ukiah	904	10	
City of Vernon	152	5	
Glendale Water and Power	8,608	100	
Gridley Electric Utility	651	10	
Imperial Irrigation District	8,199	100	
Lassen Municipal Utility District	427	10	
Lodi Electric Utility	2,010	20	
Los Angeles Department of Water and Power	296,302	200	
Modesto Irrigation District	9,772	100	
Moreno Valley Electric Utility	733	10	
Pasadena Water and Power	8,185	100	
Plumas-Sierra Rural Electric Cooperative	213	10	
Rancho Cucamonga Municipal Utility	120	5	
Redding Electric Utility	2,471	20	
Roseville Electric	3,107	50	
Sacramento Municipal Utility District	52,166	150	
San Francisco Public Utilities Commission	1,053	20	
Silicon Valley Power	7,109	100	
Surprise Valley Electric Cooperative	187	5	
Truckee Donner Public Utility District	456	10	
Turlock Irrigation District	4,971	50	

Totals 2,377,359 2,740

¹ Sub accounts are inclusive of the associated utility count, meaning they do not add to the total number of accounts checked at a given utility but rather a client account associated with a sub account must be checked in relation to the utility. As an example for Pacific Gas

& Electric Company, of the 200 accounts checked, a minimum of 8 need to be associated with Central Coast Community Energy.

[ATTACHMENT 18 – Glossary of Terms](#)

Electric Cooperative – As defined in Section 2776 of the Public Utilities Code.

Electronic – Relating to technology having electrical, digital, magnetic, wireless, optical, electromagnetic, or similar capabilities.

Electronic Signature – An electronic identifier, created by computer, attached or affixed to or logically associated with an electronic record, executed or adopted by a person with the intention of using it to have the same force and effect as the use of a manual signature. For purposes hereof, "electronic signature" shall have the meaning set forth in the California Uniform Electronic Transactions Act ("[CUETA](#)") (Cal. Civ. Code §§ 1633.1 to 1633.17).

Investor-Owned Electric Utility – This means the same as "electrical corporation" and "gas corporation" as defined in Sections 2776 and 222 of the Public Utilities Code, respectively.

Publicly Owned Electric Utility – This means the same as a "local publicly owned electric utility" as defined in Section 224.3 of the Public Utilities Code.

Primary Request for Proposal (PRFP) – See Section 8.1.

Proxy Signature – When Person-A authorizes Person-B to sign Person-A's signature on their behalf.

Record – Information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form. Documents or forms are records.

Request for Proposal (RFP) – See Section 8.1.