

CALIFORNIA PUBLIC UTILITIES COMMISSION



**REQUEST FOR PROPOSAL-Primary
Notice to Prospective Proposers**

March 3, 2004

You are invited to review and respond to this Request for Proposal (RFP), entitled 03PS5427 ULTS Marketing Program. In submitting your proposal, you must comply with these instructions.

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

In the opinion of the Public Utilities Commission, this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this RFP is:

California Public Utilities Commission
Attention: Karen Miller, Telecommunications Division
505 Van Ness Avenue, 3rd Floor
San Francisco, CA 94102
(415) 703-3073

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

Ivan Jen
Contracts Analyst

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Section 1: Proposal Information

The California Public Utilities Commission's (CPUC,) Telecommunications Division (TD) is requesting proposals for a contractor to design, develop and implement a competitively neutral public awareness and outreach campaign to heighten awareness and to increase the penetration rate of the Universal Lifeline Telephone Service Program (ULTS,) among eligible California households and ULTS subscribers.

1.1 BACKGROUND

History of the ULTS Program

AB 1348, known as the Moore Universal Telephone Service Act, became law in September 1983. The purpose of AB 1348 was to ensure the availability of affordable "basic local telephone service" to all qualifying low-income households in California. The Act mandated the availability of subsidized telephone service for customers who, because of their particular circumstances, were most vulnerable to the rising costs of telephone service.

Initially, the Universal Lifeline Telephone Service (ULTS) program was funded through a tax levied on the gross revenues of intrastate interLATA telecommunications services. The tax was repealed on July 15, 1987 and re-enacted as a surcharge with AB 386. The surcharge is currently levied on the end user's bill for telecommunication services. The ULTS program supports over 3.0 million participants who receive subsidized telephone service through their local telephone service provider, paying approximately half the cost of basic telephone service. These carriers may seek reimbursement of expenses incurred, and revenues lost as a result of participating in the ULTS program.

Creation of the ULTS Marketing Board (ULTSMB)

Decision (D.) 96-10-066, as amended by D.97-12-105, established the ULTSMB as the entity responsible for developing, designing and implementing competitively neutral marketing strategies for the ULTS program, with a focus on providing basic telephone service to all qualifying low-income households. The purpose of the ULTSMB was to help achieve the CPUC's goal of attaining 95 percent subscribership among all eligible customers.

Since the annual budget (approximately \$5 million) available to the ULTSMB was limited, the CPUC directed the Board to devote 80 percent of its marketing budget to campaigns designed to bring basic telephone service to qualifying households currently without telephone service. The remaining 20 percent of the marketing budget was to be utilized to close the gap between the total number of households with telephone service who qualify for the ULTS program and the number of those households that actually use the program.

The ULTSMB originally contracted with a marketing firm, Deen & Black Public Relations, to devise a campaign that would inform and promote awareness of the ULTS program to all low-income households and increase the number of participants in the program. In November 1999, the firm commenced its Interim Marketing Phase I campaign, coined as the “*Connect California*,” with a public advertisement phase that began in April 2000 and ended in October 2000. Within the interim campaign, the first Call Center was established to facilitate consumer access to a local telephone service provider of their choice in order to establish service. Representatives speaking all the targeted languages staffed the Call Center, and separate telephone lines were dedicated to the specific language groups.

In April 2003, the contract for the operation of the Call Center was awarded to Richard Heath and Associates, (RHA). The existing Call Center contract is separate from the contract for which we are requesting proposals in this RFP. Though this RFP requires that the recipient of this marketing contract maintain a specified working relationship with the Call Center, the operation of the Call Center will remain the responsibility of the current contractor for the duration of the Call Center contract term. The contract that will be awarded as a result of this RFP will have no impact upon the existing Call Center contract.

Senate Bill (SB) 669, as amended by SB 742 on October 1, 2001, and codified in Chapter 1.5, Division 1 of the Public Utilities (PU) Code, changed the role of the ULTSMB in the administration of the ULTS program. SB 669 required that the existing ULTSMB be disbanded and that a new advisory-only board be created. SB 669 required that all administrative responsibilities for the ULTS program be assumed by the CPUC. The responsibility for overseeing the ULTS program was assigned to the CPUC’s Telecommunications Division (TD).

Commission Decision 02-04-059 finalized the restructuring of the ULTS program and created the new Universal Lifeline Telephone Service Administrative Committee (ULTSAC). The ULTSAC now functions in an advisory capacity to the CPUC concerning the development, implementation, and administration of the program to (1) ensure lifeline telephone service is available to people of

California, and (2) achieve the CPUC's goal of attaining 95 percent subscribership rate among eligible customers. The CPUC's TD oversees the contract administration of ULTS marketing activities, with input from the ULTSAC in its new advisory role.

Thus, with the completion of Interim Marketing Phases I and II, the CPUC's TD is now launching a Long-term Marketing Program and issues this Request for Proposal for a contractor to design, develop, and implement long-term marketing activities. The Long-term Marketing Program will be based on all the data/information gathered since the inception of the ULTS marketing activities. The Long-term Marketing Plan contractor is expected to target the ULTS program to all eligible low-income segments of the population including but not limited to African American, Cambodian, Chinese, Filipino, Hispanic, Hmong, Korean, Laotian, Vietnamese, Native Americans, Seniors, social agency and welfare recipients.

In addition, the contractor is required to maintain a cooperative working relationship with the existing ULTS Call Center, which enrolls eligible customers with a telephone carrier to receive ULTS. Existing outreach and enrollment materials may continue to be used, with modifications necessary to heighten awareness and increase subscribership to the program. Materials for any new target groups may need to be developed.

1.2 AVAILABILITY OF DOCUMENTS

The following documents pertain to the ULTS program and the CPUC.

- Decision 97-12-105 – Establishes the ULTS Marketing Board
- G.O. 153– General Order defining the rules/governance of the ULTS
- Decision 84-11-028 (corrected D. 85-03-004) – Establishes ULTS
- AB 1348 – Original Moore Universal Telephone Service Act
- AB 386 – Revisions to the Universal Telephone Service Legislation
- ULTS Income Limitation Requirements Resolution
- Decision 98-10-050 - Authorizes Interim Marketing Program
- 2000 Connect California Campaign Report(s)
- Connect California Brochure
- ULTS Interim Marketing Campaign Report, Phase II

The above documents are available for inspection at the location listed below. Copies are also available upon request, at the requestor's expense, for a nominal fee by email to: knr@cpuc.ca.gov.

Although email is the preferred method of communication, requests may also be made via regular mail, if necessary.

California Public Utilities Commission
Telecommunications Division
505 Van Ness Avenue
San Francisco, CA 94102
Attn: Karen Miller

Parties interested in obtaining a copy of this Request for Proposal (RFP) must submit a written request to the above-indicated address.

1.3 PURPOSE AND DESCRIPTION OF SERVICES

The CPUC is issuing this Request for Proposal for a **contractor** to:

- Design and implement a competitively neutral marketing campaign to increase ULTS subscribership, promote public awareness of the ULTS program and provide outreach to low income and targeted groups. The program goal is to achieve a 95% penetration rate across all eligible households.
- Promote utilization of ULTS in all eligible markets, with special emphasis on the specified 11 target groups, which data has shown to have lower penetration rates. Eighty percent of the contract budget shall be directed toward those potential ULTS customers that currently do not have basic telephone service. Twenty percent of the contract budget shall be directed towards customers who already have basic telephone service and meet the requirements to switch their service to the low-cost ULTS service.
- Create, as needed marketing materials targeted to eligible low-income segments that will include multi-lingual and multi-cultural marketing campaigns specifically designed to inform and educate at a minimum those groups identified above. The marketer may utilize existing marketing materials as much as feasible in order to build on past campaigns and use marketing dollars most effectively.
- Utilize services of the Call Center to inform and enroll eligible customers.
- Utilize community organizations and government agencies in an effective and cost-efficient manner to educate low-income households about the ULTS program.

- Allocate at least 1/3 of the total budget to fund outreach activities.
- Assist ULTS program callers in determining eligibility, filling out the application and linking them with their selected telecommunications carrier either by telephone or at the community partner location that may be better able to address the caller's concerns or questions.
- Coordinate with community organizations to track their clients and to ensure that they re-enroll annually for as long as they remain eligible for the ULTS program.
- Develop an appropriate program of reimbursement for community organizations that participate in the education and enrollment of eligible customers into the ULTS program. The details of such program shall be presented in the RFP, along with a proposed budget, specific to the proposed program of reimbursement.
- Design and implement a strategic and cost-effective media campaign targeted to targeted low-income communities that may include both print and broadcast advertising vehicles.
- Coordinate outreach efforts with the ULTS Call Center contractor to ensure the dissemination of reliable and accurate information on ULTS eligibility and how to obtain or switch to ULTS basic telephone service to target customers.
- Develop a valid and reliable performance measurement plan to assess the accomplishment of the marketing outreach in coordination with the Call Center that will be on the front lines of collecting information from callers. The Call Center will collect information relating to target customer demographics and success of marketing methods. The contractor will set measurable and reliable standards that would set the foundation for meaningful analysis of the above efforts.
- Collaborate with ULTS Call Center to provide excellent customer service to callers including accurate and timely responsiveness to ensure that at least 80 percent of the calls coming into the call center are held to less than a 20 second hold-time.
- Educate potential ULTS customers, along with on-going ULTS customers, on telephone services and charges, as related to basic service, as part of the dissemination of materials and through outreach partnerships.

- Develop and maintain written documentation of assumptions, rationale and other factors justifying strategies and approaches used for the overall campaign as well as for various outreach methods used to market to specific target groups.
- Track and report, on a monthly basis, to the Director of the Telecommunications Division (TD) and the Director of the Consumer Public Information Division (CPID) of the CPUC the following:
 - 1) Enrollment data tracked by: Marketing campaign overall and by target group.
 - 2) Households that qualify for ULTS, but are not receiving the services overall and by target group.
 - 3) Households that already have service, but could qualify for ULTS overall and by target group.
 - 4) Transfers to specific carriers overall and by target group.
 - 5) Number reached/estimated audience overall, by target group, and by outreach effort and cost.
 - 6) The number of new customers added to the program and the outreach factor that motivated their participation as well as ask why they are "declining to sign-up" for a program for which they are eligible. This could be important info in designing the messaging of the campaign to change as necessary to make it more effective.
 - 7) Detailed cost data by media buy and target group per capita.
 - 8) Detailed costs for campaign and outreach methods overall and by target group per capita.
 - 9) Cost to achieve each successful transfer to the Call Center.
 - 10) Cost of information materials distributed, detailed related to various media buys, and post-marketing statistics such as, but not limited to, the number of people reach through free publicity methods.
- Provide the CPUC with a research report on the number of residents potentially qualifying for ULTS – those currently without telephone service and those maintaining service but not participating in the ULTS program, and those who may not qualify for participating in the program, by zip code, area code, or other means.
- Coordinate with telephone service carriers to include enrollment by zip code or other geographic areas and by other demographic element (if available).

Project Management Activities: Contractor shall-

- Meet with the ULTS Advisory Committee to present and receive input on its marketing and outreach program implementation plans.
- Meet with the CPUC TD and CPID to present and receive approval of its marketing and outreach program implementation plans.
- Carry out the provisions of the contract entered into between the Contractor and the CPUC by appropriate means.
- Monitor program quality of contractor's staff, subcontractors, community organizations and other agencies, to ensure compliance with the work plan and overall objectives of the CPUC.
- Provide well-organized and complete planning for all major program activities.
- Monitor all activity schedules and timelines to completion.
- Ensure that objectives and implementation methods are effective and feasible.
- Monitor resources and expenditures to ensure fulfillment of project goals and objectives within the approved budget.
- Monitor and evaluate the progress and efficiency of community outreach strategies to educate and enroll low-income households.
- Coordinate outreach efforts with the ULTS Call Center contractor to ensure the dissemination of reliable and accurate information on eligibility and how to obtain telephone service to potential eligible ULTS customers.
- Analyze ULTS Call Center activity reports and where necessary makes changes in the outreach program to maximize successful results.
- Coordinate efforts with community groups and government agencies in developing specialized materials to create the most effective messaging to target groups that best facilitate understanding of the ULTS program that will result in successful enrollments.
- Monitor the quality of the community education and referral process, and propose correctional advice when necessary to promote achievement of enrollment goals.

- Monitor, evaluate, and report to the CPUC as to the effectiveness and cost-effectiveness of advertising campaign.
- Identify problems with marketing campaign and make recommendations to the CPUC on a timely manner.
- Meet regularly, or as requested, with the PUC Contract Manager and other implementation personnel to discuss campaign progress.
- Provide written methodological plans that include, but are not limited to, detailed definitions, assumptions, and measurements for campaign approaches and strategies taken.

1.4 CONTRACT SUPERVISION AND REPORTING RELATIONSHIPS

The Contractor must provide a copy of all reports resulting from this contract to the Director of the TD of the CPUC. Contractor shall:

- Provide detailed written monthly progress reports, written quarterly summaries of the monthly progress reports, a written mid-campaign report, and a final written report. Twenty copies of the quarterly summaries, mid-campaign and final campaign report must be provided.
- Provide monthly reports on activities monitored, as directed in Section 1.3 of RFP.
- Make an oral presentation to the CPUC and ULTSAC at regularly scheduled ULTSAC meetings to provide an overview of contractor's performance to-date and implementation plans, at a mid-point in the campaign.
- Require subcontractors and grantees (as applicable) to maintain data and submit reports to contractor sufficient in scope and detail to enable contractor to make meaningful reports to the CPUC. Reports shall include, but not be limited to:
 - Monthly CBO activity including identification of target population, areas served and expenses.
 - Comparison of monthly Call Center activity to pre-set monthly target goals broken down by marketing strategies, target population, area and media source.
 - Media activity by target population.
 - Media effectiveness.

- Identification of problems encountered, resolution and/or recommendations/actions for program improvement.
 - Enrollment to the program tracked by target group, media factor or other means, and cost for each media factor.
- Be available as needed to testify and/or answer questions related to the marketing program.
 - Continuously consider and evaluate outreach strategies and recommend innovative strategies for reaching eligible ULTS customers in ways that achieve sustainable, long-term increases in participation in ULTS among those customer segments. Identify problems and make recommendations to CPUC.
 - Prepare and compile quarterly written summaries of monthly reports, including identification of problems encountered and recommendations by the contractor. Twenty (20) copies and one (1) unbound original of the preliminary report must be provided.
 - Prepare and compile a written mid-campaign report, including work papers, findings, problems encountered, and recommendations by the contractor, its subcontractors and grantees (as applicable,). Twenty (20) copies and one (1) unbound original of the preliminary report must be provided.
 - Prepare and submit the final performance report in writing and orally to the CPUC. Twenty (20) copies and one (1) unbound original of the final report must be provided. This report must capture all elements of the performance of the work plan, including major accomplishments, substantiating data, representative anecdotes, information, challenges, problems, and recommendations.
 - Present in writing and orally both the mid-campaign and final performance reports.

All consultants hired in conjunction with this campaign must be available as needed to testify and/or answer questions related to the methodology, and/or success in achieving the goals related to this campaign.

1.5 MINIMUM QUALIFICATIONS FOR PROPOSERS

Provide documentation that your organization satisfies the following requirements:

- Is an established organization with expertise in creating successful and strategic marketing campaigns including the ability to develop targeted messaging and cost-effective advertising and outreach campaigns. Organization must have a current fully functioning California-based office with essential personnel and equipment to service this account.
- Has developed and implemented previous statewide public awareness and outreach campaigns utilizing community partnerships and other outreach strategies that had measurable results.
- Has expertise in developing multi-cultural and multi-lingual media and outreach campaigns for diverse populations in California.
- Has the ability to target and work with a network of community resources to collaborate on this project.
- Has been in existence as a business entity performing services similar to those required in this RFP for a duration sufficient to demonstrate your capacity to carry out the program successfully.
- Has sufficient financial resources and management ability to fully complete this project within the time and budget specified.
- Knowledge of telecommunications issues and universal service are desirable.

TIMETABLE OF EVENTS

Event	Date	Time
RFP available to prospective proposers	3/25/04	9:00 a.m.
Written question(s) submittal deadline	4/5/04	5:00 p.m.
Pre-proposal Conference	4/8/04	9:00 – 1:00
Final date for proposal submission – no exceptions	4/26/04	5:00 p.m.
Notice of Intent to Award	5/24/04	10:00 a.m.
Last day to protest the award	6/1/04	5:00 p.m.
Contract approved by CPUC/DGS	6/21/04	
Proposed Start Date of Contract	6/21/04	

1.6.PRE-PROPOSAL CONFERENCE AND QUESTIONS

- **A pre-proposal conference is scheduled for from 9:00 a.m. to 1:00 p.m. April 8, 2004, at the CPUC, 505 Van Ness Avenue, San Francisco¹.** The purpose of the conference is to review and discuss issues relating to the RFP, and to allow prospective proposers an opportunity to ask questions about the preparation and submittal of proposals. Attendance is optional but recommended.
- Questions at the proposers' conference shall be answered orally or in writing, at the option of the CPUC. A copy of the meeting transcript shall be available upon written request and submittal of the appropriate fees.
- Modifications of the Request for Proposal (RFP) may be made at or after the proposer's conference. Any modifications and/or materials provided at or after the proposers' conference, if any, pertaining to the CPUC and the campaign, and responses determined by the CPUC to be of value to all proposers will be sent via e-mail to all entities on the current mailing list, which will include those that attended the conference, or requested a copy of the RFP.
- Questions regarding the work statement and tasks will be answered in writing and distributed on an equal basis to all persons who attended the conference and requested a copy of the RFP. All questions should be submitted in advance of the proposers' conference. Questions **received** later than 5:00 pm, April 5, 2004, will not be answered. Questions shall be sent via U.S. mail to: Karen L. Miller, Telecommunications Division, CPUC, 505 Van Ness Avenue, San Francisco, CA 94102, (415) 703-3073; by fax at (415) 703-4415; or by e-mail at knr@cpuc.ca.gov. Questions regarding completion of mandatory state forms should be directed to: Ivan Jen, CPUC Contracts Officer, 505 Van Ness Avenue, 2nd Floor, San Francisco, CA 94102, (415) 703-2482 or by e-mail at ivn@cpuc.ca.gov.

Section 2: Proposal Requirements

2.1 MARKETING PLAN AND WORK SCHEDULE REQUIREMENTS

The proposer shall submit a detailed marketing plan that outlines a strategy for how to best achieve the goals of increasing ULTS penetration. The detailed marketing plan shall include a rationale as to why the marketing plan will be effective. The overall work plan shall include an associated schedule that

¹ For contractors who need assistance due to a physical impairment, a reasonable accommodation will be provided upon request for the pre-proposal conference. The contractor must call the CPUC at (415) 703-2074 no later than five working days prior to the scheduled date and time of the pre-proposal conference to arrange for reasonable accommodations.

describes tactically how it will realize the goals of the marketing plan. Supporting documentation will include, but is not limited to, the following:

- Articulated marketing strategy to achieve campaign goals.
- A description of all of the elements of the marketing campaign.
- A schedule for accomplishing the marketing campaign and delivering the final product, including time estimates and milestones. Identify each major task, necessary subtasks, and/or specific milestones by which progress can be measured and payments made if approved by the CPUC.
- A description of your firm's management procedures for planning, scheduling, and budgeting, as well as the procedures to be used in controlling time used, dollars spent, and the quality to be achieved in performing the marketing campaign.
- A project organizational chart listing all personnel who will be assigned to this contract and their titles.
- Contractor's expectations regarding how it will collaborate and interact with the Call Center.
- Details on how the proposer plans to coordinate the overall outreach program with the specific education and referral systems used by the community organizations.
- Methodology for measuring campaign success through monitoring and evaluating the effectiveness of the marketing tactics.

2.2 COST DETAIL FORMAT AND REQUIREMENTS

Provide the following information regarding compensation for services by areas of investigation identified in the Work Plan. Cost information may be presented in any format, which clearly and accurately presents the information. Cost information must include, but is not limited to:

- A detailed budget allocation for the entire project including breakdown of staff salaries and line items by overall program.
- A cost breakdown for marketing and outreach activities (i.e., collateral materials, media buys, community organizations, etc.).

- A cost breakdown by task.
- The categories of staffing to be provided.
- Estimated hours for each category.
- The rate per hour for each category.
- Total estimated charge for each category.
- Total estimated labor charges.
- Total estimated travel expenses, including meetings with the CPUC in San Francisco as requested, in accordance with State allowances. See Appendix D for details.
- Total estimated cost of supplies and materials including twenty copies plus a master suitable for reproduction of the mid-campaign and Final Report.
- Any other direct and/or indirect costs (including fees, commissions, etc.).
- Any other general administrative overhead costs not included under direct staff expense (please provide detail).
- Total price/cost.

The total price/cost shall be considered the total maximum payable, which cannot be exceeded or reallocated between/among cost categories. If certain categories come under cost during the implementation of this agreement, the Commission may, at its sole discretion, agree to reallocate costs.”

This contract will be for the duration of 12 months, with the possibility of two one-year extensions, contingent upon the availability of State funding and the discretion of CPUC management. Bids must also provide the cost of each one-year extension.

2.3 CONTRACTOR EXPERIENCE AND STAFFING PROPOSAL

Technical proposals must include:

- Qualifications and experience, by project, of all individuals who will perform work (including any subcontractor’s personnel).

- Names of lead personnel and all individuals who would perform work (including subcontractors). No substitution of lead personnel will be permitted without prior written approval of the CPUC.
- Previous experience of the Contractor and any subcontractors in performing similar work, that includes but is not limited to:
 - Ability to implement a marketing program within budget.
 - Ability to complete a project on time and within original timeframe.
- Samples of similar work successfully performed. Work samples will not be returned.
- References from previous projects performed by the Contractor within the past three years.
- The approximate percentage of time to be devoted to the marketing campaign by all essential members of the staff who will be participating in the marketing campaign.

To undertake this marketing campaign, knowledge of diverse populations, telecommunications usage, and statistical multi-dimensional population studies are important. The staffing proposal must include up-to-date, detailed and useful resumes of the proposed staff. These resumes are to include a description of responsibilities in other assignments, which are used as examples. Descriptions that are limited to “participated” or “assigned to” are of little value in determining the qualifications and experience of these individuals, and will not be considered adequate for evaluation of staff qualifications and proposed assignments.

2.4 SUBMISSION OF PROPOSAL

- a. Each proposal must cover the information requested in this RFP in sufficient detail to permit accurate evaluation of the proposal. Please do not submit materials that are not germane to this RFP. Emphasis should be on completeness and clarity of content. Omissions, inaccuracies or misstatements will be sufficient cause for rejection of a proposal.
- b. Due to limited storage space, the proposal package should be prepared in the least expensive method (i.e., cover page with staple in upper left-hand corner, no fancy bindings).

- c. All proposals (including work plan and cost information must be submitted under sealed cover and delivered to the CPUC by 5:00 p.m. on April 26, 2004 (no exceptions to deadline will be made) at:

**Karen Miller, Contract Manager
Telecommunications Division
California Public Utilities Commission
505 Van Ness Avenue
San Francisco, CA 94102**

- d. In accordance with state contracting rules, any proposal received after the **5:00 p.m.** deadline is not valid and will be automatically rejected regardless of the circumstances causing late submittal.
- e. One unbound (MASTER) and five copies of the proposal must be submitted. Any work samples to be considered must be submitted in the same quantity as the proposals. Work samples must be limited in size to 8-1/2 x 11. No audio or videotapes will be accepted.
- f. Proposals and work samples will not be returned.
- g. The original proposal must be marked "MASTER COPY". All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional sets may consist of photocopies of the original package.
- h. The proposal envelopes must be plainly marked with the RFP number and title, and the proposing firm's name and address. The MASTER COPY must be marked with "DO NOT OPEN", as shown in the following example:

RFP #03PS5427
ULTS Marketing Program
(Proposing firm's name and address)

DO NOT OPEN

- i. If the proposal is made under a fictitious business name or business title, the actual legal name of proposer must be provided.
- j. The bid price and all cost information must be submitted in a separate sealed envelope. The envelope should be affixed to the outside of the proposal package and marked "Sealed Cost Proposal – DO NOT OPEN".

- k. Proposals not submitted under sealed cover and marked as indicated may be rejected.
- l. All proposals shall include the documents identified in Appendix A, Required Attachment Checklist. Proposals not including the proper “required attachments” shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.
- m. Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
- n. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The CPUC may reject any or all proposals and may waive any immaterial deviation in a proposal. The CPUC’s waiver of immaterial defect shall in no way modify the RFP document or excuse the proposer from full compliance with all requirements if awarded the contract.
- o. Costs for developing proposals and in anticipation of award of the contract are entirely the responsibility of the proposer and shall not be charged to the CPUC.
- p. An individual who is authorized to bind the proposing firm contractually shall sign the Proposal/Proposer Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
- q. A proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new one prior to the proposal submission deadline. Proposal modifications offered in any other manner, oral or written, will not be considered.
- r. A proposer may withdraw its proposal by submitting a written withdrawal request to the CPUC, signed by the proposer or an agent authorized in accordance with the above noted paragraph. A proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause after the proposal submission deadline.
- s. The CPUC may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.

- t. The CPUC reserves the right to reject all proposals. If all proposals are too high, the CPUC is not required to award contract.
- u. Proposers are cautioned not to rely on the CPUC during the evaluation to discover and report to the proposer any defects and errors in the submitted documents. Proposers, before submitting their documents, should carefully proof them for errors and adherence to RFP requirements.
- v. Where applicable, the proposing firm should carefully examine work sites and specifications. Proposer shall investigate conditions, character of the tasks to be performed and obstacles that might be encountered. No additions or increase to the contract amount will be made due to a lack of careful examination of work tasks, specifications, or other omissions by proposer.
- w. No more than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will be considered. Reasonable grounds for believing that any proposer has submitted more than one proposal for the work contemplated herein will cause the rejection of all proposals submitted by the proposer. If there is a reason for believing that collusion exists among any proposer(s), none of the participants in such collusion will be considered in this or future procurements.

Section 3: Selection Procedure

3.1 EVALUATION PROCEDURES

The following process will be used to evaluate the proposals:

- a. At the time of proposal opening, each proposal will be checked for the presence and absence of required information in conformance with the submission requirements of this RFP.
- b. The State will put each proposal through a process of evaluation to determine its responsiveness to the CPUC's needs as stated in this RFP.
- c. 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. If, in the opinion of the CPUC, such information was intended to mislead the evaluators in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this

RFP, it will be the basis for rejection of the proposal.

- d. Final selection will be based on the most responsive proposal with the lowest cost.

3.2 PROPOSAL EVALUATION PHASE

Phase One – Pass/Fail

In Phase One, proposals will be evaluated on the presence or absence of all the necessary information and documents stated in this RFP. Proposals with a complete set of documents will receive a passing score and will move on to Phase Two.

Phase Two (Pass/Fail)

In Phase Two, proposals will be evaluated using the following scoring criteria:

Scoring Criteria	Technical Scoring
Experience/Resources	40 points
Methodology/Project Management	30 points
Timeliness in Providing Services	10 points
Quality of Prior Technical Reports	20 points
Maximum Total Points	100 points

All bidders who score at or above 80 points in Phase Two will become finalists and will move on to Phase Three.

Phase Three (Pass/Fail)

Phase Three consists of interviews and presentations from bidders who have achieved a passing grade of 80 or higher. Proposers will be evaluated on the quality of their presentation and their answers to standard interview questions. The presentations should consist of the proposers' proposals to achieve the work tasks identified in this RFP. Presentations will be scored on the basis of a total 100 possible points, with points distributed as follows:

Scoring Criteria	Interview Scoring
Presentation Skills	10 points
Administrative/Fiscal/Project Management	20 points
Diversity/Sensitivity	25 points
Work plan/Creative Execution	25 points
Questions and Answer Responsiveness	20 points
Maximum Total Points	100 points

All bidders who score at or above 80 points in Phase III will become finalists and will move on to Phase Four.

Phase Four (lowest bid is the winning bid)

This step consists of opening and evaluating the sealed cost proposals. All proposals that enter Phase Four will have received 80 points or more in Phase Three and are considered fully capable of performing the required services. The sealed envelopes containing the bid price and cost information for the proposals that meet the format requirements and standards shall then be publicly opened and read. The agreement will be awarded to the lowest responsible bidder meeting the requirements outlined in this RFP. If no proposals are received containing bids offering a price, which in the opinion of the awarding agency is a reasonable price, the awarding agency is not required to award an agreement (Public Contract Code 10344 (d), 10377(d)). Furthermore, the Commission reserves the right to reject the lowest bidder if the Commission believes the vendor will be unable to fulfill the tasks specified in this proposal at the proposed bid.

3.3 AWARD AND PROTEST

- Notice of the intent to award shall be posted in a public place in the office of the CPUC’s website at least five working days prior to awarding the contract.
- If any proposer, prior to the award of the contract, files a protest with the Director of the TD of the CPUC or the Department of General Services, the contract shall not be awarded until the protest is withdrawn or DGS has rendered a decision.
- Within five calendar days after filing the initial protest, the protesting proposer shall file, with the Director of the TD a full and complete written

statement specifying the grounds for the protest. The original protest must be sent to:

Director, Telecommunications Division, CPUC, 505 Van Ness Avenue, San Francisco, CA. A copy of the written protest must also be mailed to the Contract Manager at the same address. It is suggested that you initially fax the protest and subsequently submit any protest by certified or registered mail.

- Upon award of the agreement, Contractor must sign and submit to the awarding agency, page one (1) of the Contractor Certification Clauses (CCC).

3.4 DISPOSITION OF PROPOSALS

- Upon proposal opening, all documents submitted in response to this RFP will become the property of the CPUC, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et. seq.). Do not enclose any data or materials deemed privileged, sensitive, or confidential. However, the contents of all proposals, draft proposals, correspondence, agenda, memoranda, working papers, or any other medium that discloses any aspect of a proposer's proposal, shall be held in the strictest confidence until the award is made. The content of all working papers and discussions relating to a proposal shall be held confidential indefinitely unless the public's interest is best served by disclosure because of its direct pertinence to a decision, contract, or evaluation of a proposal. Any disclosure of this subject by the proposer prior to the award is a basis for rejecting a proposal and ruling the proposer ineligible to further participate in the proposal process.
- Proposal packages may be returned only at the proposer's expense.

Section 4: Other Requirements

4.1 STANDARD CONDITIONS OF SERVICE

- Work will commence no later than sixty days after the Contractor is notified by the CPUC that the contract has been approved by both the CPUC and the State Department of General Services and is fully executed. The contract shall be for a duration of 12 months, with the possibility of two one-year extensions, contingent upon the availability of State funding and the discretion of CPUC management. See Section 2.2 for more information. Should the Contractor fail to commence work within that period of time, the CPUC, upon five days written notice to the Contractor, reserves the right to terminate the contract. In addition, the Contractor shall be liable to the CPUC

for the difference between Contractor's proposal price and the actual cost of performing work by the second highest proposer or by another contractor.

- All performance under the contract shall be completed on or before the termination date of the contract.
- The CPUC **herein incorporates the State's General Terms and Conditions and** does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. See Appendix B for contract template language.
- No oral understanding or contract shall be binding on either party.

4.2 COMPENSATION

- Submission of the final performance report will be the last element of the work product of the contractor and will be delivered to the CPUC no later than 30 days after full successful performance of the contractor's other obligations under the contract. A schedule for implementation of the public awareness and outreach campaign will be determined after approval of the contract by the CPUC.
- The term of the contract to be awarded under this RFP will be for twelve (12) months, with a possibility of two one-year extensions, and is contingent upon the availability of State funding and the discretion of CPUC management. Work on the contract **shall not** begin until the CPUC and the State Department of General Services approve the contract and contractor receives written notification from the CPUC.
- Progress payments will be made monthly, in arrears, on the basis of work performed and approved by the CPUC towards completion of the contract deliverables, less ten percent retention withheld pending satisfactory completion of the contract and receipt and acceptance by the CPUC of any data, material, and final reports required under the contract. **Contractor must identify separate and distinct tasks in the contractor's proposal.**
- For compensation, contractor shall itemize all charges in the invoice, and submit to the CPUC (with a copy to the Contract Manager) by the 5th of the month, following the month when services were rendered. Invoice must include, but not be limited to, the following information:

Hours worked by each person and signed by the individual and his/her supervisory for each category

Description of services rendered

Copies of paid invoices by all outside services, consultants and subcontractors. Such invoices must detail services rendered and include name, address, telephone number, fax number, and tax identification number of vendor.

Hourly rate including overhead costs for each category
Total charge for each category

Total cost of supplies and materials, including Reports

Other direct or indirect costs not included in the hourly rate
Invoice total

Current invoice billed, billed to date, paid to date, and remaining balance.

- In the event the CPUC requests the Contractor to testify before the CPUC, or to make presentations in public information meetings (except ULTSAC meetings), payment for the requested services will be made to the Contractor on the basis of an hourly or daily rate submitted by the Contractor in its proposal. Travel expenses associated with testimony at hearings or public information meetings will be a separate item and will be reimbursed at the same rate authorized for State management employees as outlined in Government Code Section 599.615-599.636 (see Std Form 262 and State Travel Rules Appendix D).

CONFLICT OF INTEREST

4.3.1 Conflict of Interest. The following definitions apply to the terms Conflict of Interest and Team Member:

- a. "Conflict of Interest" means any conduct or relationship that: (1) is prohibited in this Section 4; (2) is prohibited by any other provision of this Request for Proposals relating to conflicts of interest or by applicable federal or statutory law relating to conflicts of interest; or (3) creates a financial interest, or personal or business incentive, that encourages any Team Member to place the interest of another party above the interest of

the CPUC in performing the services being requested by this Request for Proposals, or (4) attempts to create a personal or business relationship with any individual, committee or agency that has responsibility for administering, evaluating, or giving advice on the services to be performed pursuant to this Request for Proposals.

- b. "Team Member" means any firm (either as a prime or sub-contractor), and the following individuals (for both prime contractors and all subcontractors): senior firm management, project managers, and any staff performing any aspect of the services being requested by this Request for Proposals.

4.3.2 Automatic Disqualification. The following conditions, for any prospective Team Member constitute **automatic disqualification** from the selection process:

- a. Current contracts/employment, investment in, or an affiliate relationship in an incumbent local exchange carrier or competitive local exchange carrier doing business in California.
- b. Participation, directly or indirectly, in any of the negotiations, transactions, planning, arrangement or any part of the decision-making process relevant to the proposal, including but not limited to any involvement with or attempt to influence the deliberations of an advisory board or committee assisting the CPUC.

4.3.3 Former State Employees:

- a. For the two-year period from the date of leaving state employment, no former state and/or ULTS officer or employee may enter into a contract in which that person was engaged in any of the negotiations, transactions, planning, arrangement 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 of leaving state and/or ULTS employment, no former state and/or ULTS officer or employee may enter into a contract with any state agency if that person was employed by that state agency in a policy-making position in the same general subject area as the Request for Proposal within the twelve-month period prior to that person leaving state and/or ULTS service. This does not apply to contracts with former employees as an expert witness, or continuation of attorney services the former employee was involved with prior to leaving state service.

4.3.4 Current State Employees:

- a. No officer or employee of the State of California 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 of the State of California shall contract on that person's own behalf as an independent contractor with any state agency to provide goods or services.

4.3.5 Statement Regarding Conflict of Interest

- 1) Provide a statement, signed by the principal of each participating firm,
 - a) that the conditions specified in Section 4.3.2 (Automatic Disqualification), resulting in automatic disqualification do not exist for any proposed Team Member;
 - b) that no Team Member will enter into any contract or agreement with any incumbent local exchange carrier or competitive local exchange carrier doing business in California for the duration of this Agreement;
 - c) each Team Member agrees to refrain from entering into any relationship that could result in a Conflict of Interest in the performance of this Agreement, and will promptly notify the CPUC's Project Manager of any potential Conflict of Interest.
- 2) Other conditions may render a team unable to give impartial, technically sound, objective assistance and advice, otherwise result in a biased work product, or result in an unfair competitive advantage. In order to properly evaluate and judge the proposed team, and avoid termination and/or controversy at a later stage, DISCLOSE for each participating firm and individual:
 - a. Prior contracts or any work performed during the last three years with an incumbent local exchange carrier or competitive local exchange carrier or any parent, subsidiary, or affiliate thereof doing business in California; and any special relationship between the team, firm or assigned individuals and employees of an incumbent local exchange carrier or competitive local exchange carrier or any parent, subsidiary, or affiliate thereof doing business in California. (For contracts, provide the total amount of payments, duration and nature of service.)

- b. Any current subcontracts to contracts with an incumbent local exchange carrier or competitive local exchange carrier or any parent, subsidiary, or affiliate thereof doing business in California; and any special relationship between any proposed Team Member and an incumbent local exchange carrier or competitive local exchange carrier, employees of an incumbent local exchange carrier or competitive local exchange carrier, or any parent, subsidiary, or affiliate thereof doing business in California. (Provide the total amount of payments duration and nature of service provided.)
- c. Any current business relationship (including active proposals) or pecuniary interest in the entities described in paragraphs 2(a.) and 2(b.) above in Section 4.3.4 (List the entity's name, the nature, the scope and duration of the relationship or interest and its total monetary value.)
- d. A list of current and prior ULTS or CPUC employees with the name of the agencies for which they worked, the dates they worked for each agency, and their role.

4.3.5 Termination of the Agreement

The contract entered into with successful bidders under this Request for Proposals will contain specific provisions regarding conflicts of interest that must be complied with on an ongoing basis. The CPUC may exercise its option to terminate this Agreement if a violation of those provisions is found.

4.3.6. Voiding of Contract

If Contractor violates any provisions of the above paragraphs of this Request for Proposals, such action by Contractor shall render any contract for services pursuant to this Request for Proposals void (PCC 10420).

4.4 Contractor Certification Clause - 304

The vendor agrees to the terms and conditions found on the Contractor Certification Clause – 304, as provided in Appendix A. An electronic copy may be found at the Office of Legal Services at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

4.5 DISABLED VETERAN BUSINESS ENTERPRISES PROGRAM (DVBE)

State law requires that winning proposers of CPUC contracts have a

participation goal of three percent (3%) for Disabled Veteran Business Enterprises (DVBE), or that they make a good faith effort to comply. Prior to submitting a proposal, the proposer must contact the CPUC, State agencies, local DVBE subcontractors and/or suppliers, and publish a solicitation in appropriate newspapers and trade journals that focus on DVBE's for at least seven (7) days. Full information and documentation regarding DVBE participation may be found at <http://www.documents.dgs.ca.gov/pd/dvbe/dvbereq6.pdf>. Additional information may be found by contacting:

Ivan Jen
Public Utilities Commission
505 Van Ness Avenue, Room 2004
San Francisco, CA 94102
ivn@cpuc.ca.gov
(415) 355-4994

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

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

PLEASE READ THE REQUIREMENTS CONTAINED IN ATTACHMENT 4 CAREFULLY. FAILURE TO COMPLY WITH THE DVBE REQUIREMENT MAY CAUSE YOUR PROPOSAL TO BE DEEMED NONRESPONSIVE AND YOU TO BE INELIGIBLE FOR AWARD OF THIS CONTRACT.

4.6 OWNERSHIP

The CPUC owns all rights to the final product, including all electronic databases, telephone numbers utilized in the marketing effort and any information or work papers gathered/compiled as a result of this marketing campaign. The final product is the property of the CPUC and not the proposer.

4.7 PREFERENCE PROGRAMS

- Small Business Enterprise (SBE)

Section 14835, et seq. of the California Government Code requires that a five-percent preference be given to proposers who qualify as a small business. The rules and regulations of this law, including the definition of small business for the delivery of services, are contained in Title 2, California Administrative Code, Section 1896, et seq. A copy of the regulations is available upon request. To claim the small business preference, which may not exceed \$50,000.00 for any proposal, your firm must have its principal place of business located in California and be certified by the State Office of Small Business Certification and Resources. Questions regarding the preference approval should be directed to that office at (916) 323-5478.

To be certified as a “Small Business,” and be eligible to be granted the small business preference by the CPUC in awarding this contract, the business concern must:

1. Have requested the status of small business by 5:00 p.m. of the proposal opening date, and must be certified by the Office of Small Business Certification and Resources as a small business.
2. Not be, together with any and all affiliate(s), dominant in its field of operation(s).
3. Be independently owned and operated, have its principal office located in California, and the officers in the case of a corporation, or owner(s) in all other cases, of such business must be domiciled in California.
4. Not have an agency relationship with another firm, thereby making them ineligible for the small business certification.
5. Have, together with any affiliates, 100 or fewer employees, and average annual gross receipts of ten million dollars (\$10,000,000) or less over the previous three years, as a non-manufacturer.
6. Have, together with any and all affiliate(s), 100 or fewer employees as a manufacturer.

Refer to California Code of Regulations, Title 2, Subchapter 8, Article 1, Section 1896 (m, 1-5), Section 1896.6 and Section 1896.12.

- Target Area Contract Preference Act (TACPA)

Government Code Section 4530, et seq., provides that California-based companies shall be granted a five percent preference, not to exceed a maximum of \$50,000:

1. For a goods contract in excess of \$100,000 and the worksite(s) is not fixed by the terms of the contract, if they demonstrate and certify under penalty of perjury that at least 50% of the total hours required to manufacture the goods and perform the contract shall be performed at an identified worksite(s) located in a distressed area.
2. For a services contract in excess of \$100,000 and the worksite(s) is not fixed by the terms of the contract, if they demonstrate and certify under penalty of perjury that at least 90% of the total labor hours required to perform the contract shall be performed at an identified worksite(s) located in a distressed area.

Proposers seeking to obtain a TACPA five percent preference must submit a completed TACPA Request Form (STD 830) with or prior to their proposal that includes the following:

1. All appropriate certifications;
2. The proposing firm's name and the name of all suppliers and subcontractors that will work with the proposer to fulfill the terms of the contract along with the address of each worksite and estimated labor hours;
3. County census tract number and block group number;
4. Proposer's original signature;
5. The proposer must indicate if seeking the additional one to four percent (1-4%) preference available for hiring persons with a high risk of unemployment, by checking the appropriate box.

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

Proposers should contact the Office of Small Business Certification and Resources at (916) 323-5478, to determine if the worksite is eligible. Firms

receiving TACPA preferences must report their labor hours to the ULTSMB.

- Local Agency Military Base Recovery Area (LAMBRA) Act

Government Code Section 7118, et. seq., provides that whenever a state entity such as the ULTSMB prepares a solicitation for a goods or services contract in excess of \$100,000 and the worksite(s) is not fixed by the terms of the contract, a five percent proposal preference will be granted to California-based proposers if they certify under penalty of perjury that no less than 50 percent of the labor required to perform a contract for goods, or 100 of the labor hours required to perform a contract for services are performed at an approved worksite(s) located in a local agency military base recovery area.

Proposers seeking to obtain a LAMBRA five percent preference must submit a completed LAMBRA Preference Request Form (STD 832) with or prior to their proposal that includes the following:

1. All appropriate certifications;
2. The proposing firm's name and the name of all suppliers and subcontractors that will work with the proposer to fulfill the terms of the contract along with the address of each of the worksites and estimated labor hours;
3. Military Base Recovery Area names;
4. Proposer's original signature;
5. The proposer must indicate if seeking the additional one to four percent (1-4%) preference available for hiring persons with a high risk of unemployment, by checking the appropriate box.

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

Proposers should contact the State Trade and Commerce Agency at (916) 324-8211 to identify LAMBRA zone locations. Firms receiving LAMBRA preferences must report their labor hours to the ULTSMB.

- Enterprise Zone Act (EZA)

Government Code Section 7070, et. seq., provides that California based proposers, shall be granted a five percent (5%) preference, not to exceed a maximum of \$50,000:

1. For a goods contract in excess of \$100,000 and the worksite(s) is not fixed by the terms of the contract, if they demonstrate and certify, under penalty of perjury, that 50 percent of the labor hours required to manufacture the goods and perform the contract shall be accomplished at an approved worksite(s) located in an enterprise zone (Gov. Code 7084(a);
2. For a services contract in excess of \$100,000, and the worksite(s) is not fixed by the terms of the contract, if they demonstrate and certify, under penalty or perjury, that 90 percent of the labor hours required to perform the contract shall be accomplished at an approved worksite(s) located in an enterprise zone (Gov. Code 7084(b);
3. Where a proposer complies with Gov. Code Sections 7084(a), or 7084(b), and certifies, under penalty of perjury, to hire a specified percentage of persons living within a targeted employment area, or are enterprise zone eligible employees, those proposers shall be granted additional preferences according to the hiring percentages specified as follows:
 1. Proposer's original signature;
 2. The proposer must indicate if seeking the additional one to four percent (1-4%) preference available for hiring persons with a high risk of unemployment, by checking the appropriate box.

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

Proposers should contact the city or county Economic Development Office or the State Trade and Commerce Agency at (916) 324-8211 to identify Enterprise Zone locations. Firms receiving EZA preferences must report their labor hours to the ULTSMB.

Section 5: REQUIRED ATTACHMENTS

ATTACHMENT 1

REQUIRED ATTACHMENT CHECKLIST

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

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

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____ Attachment 1	Required Attachment Checklist
_____ Attachment 2	Required Proposal/Proposer Certification Sheet
_____ Attachment 3	Required Proposer References
_____ Attachment 4	Required Disabled Veteran Business Enterprise Participation Forms and Instructions
_____ Attachment 5	Payee Data Record (STD 204)
_____ Attachment 6	Contractor Certification Clauses (CCC-304)
_____ Attachment 7	Target Area Contract Preference Act (TACPA)*
_____ Attachment 8	Enterprise Zone Act (EZA)*
_____ Attachment 9	Local Agency Military Base Recovery Area (LAMBRA)*
_____ Attachment 10	Required Schedule of Activities
_____ Attachment 11	Required Conflict of Interest Certification

*If applicable.

ATTACHMENT 2

PROPOSAL/PROPOSER CERTIFICATION SHEET

This Proposal/Proposer Certification Sheet must be signed and returned along with all the "Required Attachments" as an entire package in the quantity specified under section 2.4 Submission of Proposals. The master copy need only have original signatures. The proposal(s) must be transmitted in a sealed envelope in accordance with proposal solicitation instructions.

- A. Five bound copies and one unbound (MASTER) original of our all-inclusive proposal are submitted in sealed envelopes.
- B. Place all required attachments behind this certification sheet.
- C. I have read and understand the DVBE Participation requirements and have included documentation demonstrating that I have met the participation goals or have made a good faith effort.
- D. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

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

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
Indicate applicable license and/or certification information:		
9. Contractor's State Licensing Board Number	10. PUC License Number CAL-T-	11. Required
12. Proposer's Name (Print)	13. Title	
14. Signature	15. Date	
16. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:		
a. Small Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____		
b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____		
NOTE: A copy of your Certification is required to be included if either of the above items is checked "Yes". Date application was submitted to OSBCR, if an application is pending:		

Completion Instructions for Proposal/Proposer Certification Sheet

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

Item #	Instructions
1,2,2a,3	Must be completed. These items are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete if your firm holds a California contractor's license. This information will be used to verify possession of a contractor's license for public works agreements.
10	Complete if your firm holds a PUC license. This information will be used to verify possession of a PUC license for public works agreements.
11	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
12,13, 14,15	Must be completed. These items are self-explanatory.
16	If certified as a Small Business Enterprise, place a check in the "Yes" box, and enter your certification number on the line. If certified as a Disabled Veterans Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified to one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSBCR.

ATTACHMENT 3

PROPOSER REFERENCES

Submission of this attachment is **mandatory**. Failure to complete and return this attachment with your proposal will cause your proposal to be rejected and deemed non-responsive. Information may be provided on separate form.

1. List below three references of similar types of services performed within the last five years. If three references cannot be provided, please explain why on an attached sheet of paper.

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			
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 4

Disabled Veteran Business Enterprise Participation Forms Instructions

All of these files can be found online.

DVBE Participation requirements may be found at:

<http://www.pd.dgs.ca.gov/dvbe/notetobidders.htm>

ATTACHMENT 5

Payee Data Record (STD 204)
This will be provided upon award of the agreement.

The form may be found online at the Office of State Publishing: <http://www.osp.dgs.ca.gov>

ATTACHMENT 6

Contractor Certification Clauses (CCC 304)

This will be provided upon award of the agreement.

A copy of this may be found at:

<http://www.documents.dgs.ca.gov/ols/CCC-304-A.doc>

These terms and conditions are non-negotiable.

ATTACHMENT 7

Target Area Contract Preference Act (TACPA)

The STD 830 for TACPA may be found at the Office of State Publishing at <http://www.osp.dgs.ca.gov> or contacting Ivan Jen at ivn@cpuc.ca.gov

Complete only if applicable

ATTACHMENT 8

Enterprise Zone Act (EZA)

The STD 831 for EZA may be found at the Office of State Publishing at <http://www.osp.dgs.ca.gov> or contacting Ivan Jen at ivn@cpuc.ca.gov

Complete only if applicable

ATTACHMENT 9

Local Agency Military Base Recovery Area (LAMBRA)

The STD 832 for LAMBRA may be found at the Office of State Publishing at <http://www.osp.dgs.ca.gov> or contacting Ivan Jen at ivn@cpuc.ca.gov

Complete only if applicable

ATTACHMENT 10

Schedule of Activities

The Schedule of Activities is as follows:

Task	Proposed Days/Date to begin

- Attach a separate sheet identifying the specific activities in the order they will occur along with the estimated number of days necessary to start and complete this contract (e.g. 1st quarter, 90 days, etc.). Also, identify all separate and distinct tasks for the purposes of retention. A completed task cannot be a foundation for any subsequent task.

Attachment 11

Conflict of Interest Certification

Follow the instructions found in Section 4.3.5:
Statement Regarding Conflict of Interest

