

CALIFORNIA ARREARAGE PAYMENT PROGRAM (CAPP)

**PRIMARY REQUEST FOR PROPOSAL # 2023-RFP-101
for Audit Services**



State of California
Department of Community Services and
Development
2389 Gateway Oaks Drive, Suite 100
Sacramento, California 95833-4246

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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 \$310,000 of the California Emergency Relief Fund for the delivery of services with a contract term beginning approximately December 15, 2023, and ending approximately December 31, 2024. 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
Sept 12, 2023	PRFP Available to Prospective Proposers
Sept 20, 2023 from 1:00-3:00 p.m. PT	Bidders' Conference (Optional)
Sept 27, 2023 at 2:00 p.m. PT	Deadline for Written Question Submission
Oct 2, 2023 at 2:00 p.m. PT	Responses to Written Questions Posted on Cal eProcure and CSD Website
Oct 9, 2023 before 5:00 p.m. PDT	Deadline for Protest of Requirements
Oct 16, 2023 before 5:00 p.m. PDT.	Responses to Protest of Requirements Posted on Cal eProcure and CSD Website
Oct 23, 2023 before 5:00 p.m. PDT	Deadline for Intent to Submit Proposal
Oct 30, 2023 at 5:00 p.m. PT	Deadline for Proposal Submission
Oct 31- Nov 2, 2023	Evaluation of Proposals
Nov 3, 2023 (Estimate)	Notice of Intent to Award Posted at CSD
Nov 10, 2023	Deadline for Letter of Intent to Protest

DATE	KEY ACTION
Nov 17, 2023	Deadline for written statement specifying grounds for the protest.
Dec 1, 2023 (Estimate)	Release Contract
Dec 15, 2023 (Estimate)	Contract Execution

1.4. BIDDERS' CONFERENCE (OPTIONAL)

An optional Bidders' Conference will take place on September 20, 2023, from 1:00 p.m. to 3:00 p.m. Pacific Daylight Time (PDT), virtually on Zoom. Please register for the conference beforehand at

<https://csd-ca.zoomgov.com/j/1611597172?pwd=RkZDSWkrNU1EeDc5N1N3eFdhUEJSQT09>.

CSD will accept questions during the Bidder's Conference and will make a reasonable attempt to provide answers prior to the conclusion of the conference. Oral answers may be high level summaries and shall not be binding on the State. All questions received during the conference and via email by the Key Action Dates in Section 1.3 of the RFP will be consolidated into a written Q&A document.

CSD strives to comply with the Americans with Disabilities Act (ADA) and will ensure that the bidders' conference is accessible to persons with disabilities. This notice will be available to the public in appropriate alternative formats when requested. To request such services, please call or email CSD with the request by 5:00 p.m. PDT on September 15, 2023:

CSD Procurement Services Unit
Email: BNCS@csd.ca.gov
(916) 576-7109

1.5. QUESTIONS AND PROTEST OF REQUIREMENTS

WRITTEN QUESTIONS SUBMISSION

During the PRFP process, written questions for the final solicitation and requests for requirements change to the PRFP must be directed to CSD's Procurement Services Unit in writing via email to BNCS@csd.ca.gov by 2:00 p.m. PST on September 27, 2023.

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.

PROTEST OF REQUIREMENTS

The PRFP includes a number of requirements for submittal, including format, qualifications, technical requirements, key action dates and other content. Bidders may request changes to the requirements of the PRFP if they believe the requirements are inappropriate or unduly limits competition. Bidders may submit requests for requirement changes via email to CSD's Procurement Services Unit at BNCS@csd.ca.gov by the date and time shown in Section 1.3, Key Action Dates. Requests shall be evaluated on a case-by-case basis to determine the best interest of CAPP 2023-RFP-101.

At its discretion, CSD reserves the right to contact a bidder to seek clarification on their submitted question and/or protest of requirements. If failure to report a bidder known or suspected problem with this RFP or fails to seek clarification and/or correction of the RFP, the applicant submits an application at their own risk.

1.6. REQUEST FOR REQUIREMENTS CHANGES

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 the requirements are inappropriate or unduly limit 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 <http://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.

1.7. RESPONSES TO WRITTEN QUESTIONS AND PROTEST OF REQUIREMENTS

At the sole discretion of CSD, written questions and protest of requirements may be edited by CSD for clarity. All written questions will be answered in writing and posted on the CSD website at www.csd.ca.gov/Pages/contractopportunities.aspx. Any material changes to the RFP will be made in the form of an addendum, which will be posted on the CSD website. Bidders are expected to review the CSD website for any posted addendum.

Please note that no verbal information will be binding upon CSD unless such information is confirmed in writing and posted on the CSD website.

1.8. BIDDER'S LIBRARY

This section explains to the bidder what is included within the Bidder's Library, which is a collection of documents, resources, and information made available by an organization to potential bidders for a project or contract. The purpose of a Bidder's

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Library is to provide all necessary information to potential bidders to help them prepare their proposals effectively and accurately.

A Bidder's Library may include documents such as the project specifications, terms and conditions of the contract, and other relevant information. It may also include resources such as templates for applications, guidance on how to submit a proposal, and information on the evaluation criteria used to evaluate proposals.

By providing a Bidder's Library, CSD can ensure that all potential applicants have access to the same information, which promotes fairness and transparency in the proposal process. It also helps to ensure that bidders are able to submit high-quality and well-informed proposals, which can increase the chances of a successful procurement outcome.

This RFP references and incorporates program documents contained within a Bidder's Library available upon request for access as instructed on CSD's Contracting Opportunities webpage. The Bidder's Library will be made available at the time the RFP is released. The following is the list of documents included in the Bidder's Library:

1. Sample Contract:
 - a. Exhibit A – Scope of Work
 - b. Exhibit A-1, Sample Size
 - c. Exhibit B – Budget Detail and Payment Provisions
 - d. Exhibit B-1, Cost Proposal
 - e. Exhibit C – General Terms and Conditions
 - f. Exhibit D – Special Terms and Conditions
 - g. Exhibit E – Lobbying Certification
 - h. Conflict of Interest / Non-Disclosure Statement
 - i. Addendum A – Contractor Security Addendum

Bidders are strongly cautioned to read and understand these documents prior to submitting their proposals. CSD may update or replace documents in the Bidder's Library prior to and after the award. The current (i.e., updated, including draft) versions of these documents shall be updated as necessary throughout the term of the contract.

1.9. CONTACT INFORMATION

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

CSD Procurement Services Unit
California Department of Community Services and Development
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833
Email: BNCS@csd.ca.gov

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.

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 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 (WAP) 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 and costs, while safeguarding the health and safety of 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 Farmworker Housing Component which provides no-cost rooftop solar photovoltaics (PV) systems and energy efficiency upgrades to low-income farmworker households, and the Multi-Family Energy Efficiency and Renewables component, which provides technical assistance and incentives for the installation of energy efficiency measures and solar PV systems in low-income multifamily dwellings. LIWP program components are designed to reduce greenhouse gas emissions and lower energy costs for low-income priority populations.

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 helps low-income households pay down their outstanding water bills. California was allocated \$116 million in one-time federal funding to provide LIHWAP assistance.

Find more information about CSD's programs, see: www.csd.ca.gov/programs.

2.2. CALIFORNIA ARREARAGE PAYMENT PROGRAM

The 2022 California Arrearage Payment Program (CAPP) offers financial assistance for California residential energy utility customers to help reduce past due energy bill balances accrued during the COVID-19 pandemic. Established by Governor Newsom and the California Legislature in the 2022 State Budget and administered by the Department of Community Services and Development (CSD), 2022 CAPP distributed \$647 million to address Californian's energy debts.

Energy utility customers do not need to apply to receive assistance under the CAPP program. Energy utilities applied for CAPP assistance on behalf of customers who incurred a past due balance on their energy bill during the COVID-19 pandemic relief period covering March 4, 2020 through December 31, 2021. If a residential customer account is eligible, a credit was automatically applied to the customer's bill.

2022 CAPP funding was allocated to participating state energy utilities on November 22, 2022. Energy utilities are required to apply 2022 CAPP bill credits to their residential customers' accounts within 60 days of receiving funds.

PHASE ONE: CAPP APPLICATION

CSD distributed 2022 CAPP applications on September 19, 2022 to Energy Utility Applicants. Energy Utility Applicants had 30 days to complete and submit a 2022 CAPP Application. The application provided the means for energy utilities to capture eligible residential customer arrearage data as well as Energy Utility Applicants' resultant 2022 CAPP allocation requests.

All 2022 Energy Utility Applicants must pull application data supporting eligible residential customer arrearages as of August 31, 2022 or later in instances where an Energy Utility Applicant was unable to pull data on August 31, 2022. Under no circumstances shall a 2022 CAPP Energy Utility Applicant include data pulled before the August 31, 2022 date.

PHASE TWO: 2022 CAPP ALLOCATIONS AWARDED

CSD reviewed and approved 2022 CAPP applications on a rolling basis. 2022 CAPP allocations were distributed to Energy Utility Applicants by January 31, 2023. All Energy Utility Applicants must deliver 2022 CAPP benefits to eligible residential accounts in the form of a bill credit, along with a statement that the source of the credit is California's 2022 CAPP Program. Energy Utility Applicants were required to apply CAPP benefits to customer accounts within 60 days of receiving their 2022 CAPP allocation.

Energy Utility Applicants shall prioritize 2022 CAPP assistance in order of the two priority groups described in Section 2.2 above and issue CAPP benefits in accordance with CSD guidance. Energy Utility Applicants were instructed to use the same dataset submitted with the utility's 2022 CAPP Application to identify eligible residential customer accounts and 2022 CAPP customer credit amounts.

Energy Utility Applicants shall not disconnect 2022 CAPP Benefit recipients for 90 days after customer receipt of the benefit. If a customer account has a remaining balance after a 2022 CAPP benefit is applied, Energy Utility Applicants shall notify the 2022 CAPP Benefit recipient of the option to enter into an extended payment plan with late fees and penalties waived.

PHASE 3: 2022 CAPP CLOSE-OUT REPORTING

Energy Utility Applicants were required to report CAPP outcomes within 6 months following the receipt of the 2022 CAPP allocation. Energy Utility Applicants were required to report data on total funds distributed, number of customers served, and average benefit, among other outcomes. The Energy Utility Applicant shall remit payment to CSD the total amount of any unapplied 2022 CAPP benefits as part of its final reporting to CSD.

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 utilize agreed-upon-procedures to conduct program compliance reviews of 16 Energy Utility Applicants participating in CAPP 2.0. 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 16 Energy Utility Applicants, there are seven investor-owned electric utilities and nine publicly owned electric utilities and electric cooperatives. The contract recipient will adopt the critical role in applying its professional capabilities to determine if applicable state Energy Utility Applicants distributed the 2022 CAPP funds appropriately to thousands of customer households that incurred energy debt during the COVID-Pandemic emergency.

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. Procedures performed;
 - b. Results of procedures performed; and
 - c. Any 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 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.

4. Make themselves available to CSD should they need to be involved in any additional meetings or hearings to testify 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 205, Chapter 61, Statutes of 2022 and Gov. Code § 16429.8 – 16429.10).
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. An audit engagement letter will be issued by the auditor to the energy utility within seven (7) days of notification by CSD.
7. The final auditor's report for each applicable energy utility must 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.

3.8. AUDIT PROCEDURES

Contractor shall perform the agreed-upon procedures on behalf of CSD as described below:

The agreed upon procedures will be as follows: *(All results, analysis, and conclusions should include amounts tested, agreed to, and questioned, as applicable.)*

1. Procedure: Obtain the applicable 2022 California Arrearage Payment Program (2022 CAPP) policies and procedures as found on the CSD website: <https://csd.ca.gov/Pages/2022-CAPP.aspx> in order to perform the following agreed upon procedures. Note the effective dates of each policy and procedures obtained.
2. Procedure: Obtain written policies and procedures related to 2022 CAPP, interview energy utility 2022 CAPP personnel, read California Government Code Sections 16429.8-16429.10 (adopted by Assembly Bill 205, Chapter 61, Statutes of 2022) and CSD 2022 CAPP Program Notices, and obtain 2022 CAPP expenditure data from energy utility accounting system(s), to observe whether the energy utility had the following:
 - a. Written internal controls regarding the data and information included in the 2022 CAPP Application which the energy utility used to support its request for 2022 CAPP funding from the CSD.
 - b. Written internal controls regarding determining which of its customers are included within the two (2) customer priority categories defined in Government Code Section 16429.10 which are (listed in descending order of priority):
 - i. Active residential customers with past due bills and who, absent the 2022 CAPP assistance or any other protection or assistance provided by the utility applicant, might be subject to service disconnection, consistent with current law, due to nonpayment of balances incurred during the COVID-19 pandemic bill relief period (March 4, 2020, through December 31, 2021).
 - ii. Active residential customers with past due bills incurred during the COVID-19 pandemic bill relief period (March 4, 2020, through December 31, 2021).
 - c. Written internal controls regarding customer protections defined in Government Code Section 16429.10 which include:
 - i. Service shall not be discontinued due to nonpayment for those customers with arrearages accrued during the COVID-19 pandemic bill relief period between the time when a utility applicant submits its 2022 CAPP application, and the department completes the disbursement of 2022 CAPP allocations to all utility applicants.

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- ii. Any associated late fees and accrued interest for customers that are awarded 2022 CAPP benefits shall be waived.
 - iii. No disconnections of a 2022 CAPP recipient's utility service are allowed, regardless of balance owed after applying a 2022 CAPP benefit, for 90 days after a 2022 CAPP benefit is applied.
 - iv. Customers that received a 2022 CAPP benefit and have any remaining balance after that benefit is applied must be notified of the option to enter into an extended payment plan with late fees and penalties waived.
- 3. Procedure: Compare total allocated 2022 CAPP funding to total arrearages during the COVID-19 pandemic relief period. Request and obtain a listing of customers that fall into each category listed in 2b above and observe 2022 CAPP funds were distributed to 100 percent of all eligible accounts. Include the analysis (total funding received and total arrearage expenditures) and results in a schedule in the Agreed Upon Procedures report.
- 4. Procedure: Randomly select a sample of 2022 CAPP eligible energy utility customer accounts from the list obtained in Procedure 3 and observe the following:
 - a. The energy utility calculated arrearages based on the methodology in Government Code Sections 16429.8-16429.10 and as outlined in program notices.
 - b. The energy utility applied 2022 CAPP credits to the customer's account.
 - c. The energy utility waived late fees and accrued interest for customers that were provided 2022 CAPP funds.
 - d. The energy utility did not discontinue a customer's service due to nonpayment for customers with arrearages accrued during the COVID-19 pandemic bill relief period from March 4, 2020, through December 31, 2021.
 - e. The energy utility did not shut off a customer's account for 90 days following the date the energy utility applied the credit of 2022 CAPP funds to the customer's account.
- 5. Procedure: Using the sample selected in Procedure 4, identify eligible energy utility customer accounts with remaining outstanding arrearages following receipt of 2022 CAPP funds, during the COVID-19 pandemic bill relief period from March 4, 2020, through December 31, 2021, and observed the following:
 - a. The energy utility posted the 2022 CAPP benefit to the customer account within 60 days of the date the energy utility received 2022 CAPP funds from CSD.
 - b. The energy utility offered payment plans to any customer account with any remaining balances following the customer's receipt of 2022 CAPP funds.
 - c. The energy utility waived any associated late fees and accrued interest for customers that were awarded 2022 CAPP benefits.

6. Procedure: Using accounting reports from CSD for amounts funded and amounts remitted back from energy utilities, and energy utility accounting data set of CSD funds received and customer payments made, observe that the energy utility remitted all unapplied 2022 CAPP funds back to CSD within seven months of the energy utility's receipt of 2022 CAPP funding.

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 and 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 bid on all of the 16 energy utilities listed in Attachment 15 – Cost Proposal.

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, demonstrating 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 American Institute of Certified Public Accountants (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 (20 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 based on the procedures outlined in Section 3.8. 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.

5.2. 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 through 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.
4. **Response Forms Part 2:**
 - a. Cost Proposal (Attachment 15).
5. **Required Attachments 1-15.**

Attachment 1 Required Attachments Checklist

Attachment 2 Proposal/Proposer Certification Sheet

Attachment 3	Organization Chart
Attachment 4	Key Personnel Resumes
Attachment 5	Conflict of Interest Check List
Attachment 6	Proposer References
Attachment 7	Minimum Qualifications Certification
Attachment 8	Peer Review*
Attachment 9	List of Past Auditing Services
Attachment 10	California Board of Accountancy License
Attachment 11	Bidder Declaration (GSPD-05-105)
Attachment 12	Contractor Certification Clauses (CCC-04/2017)
Attachment 13	Darfur Contracting Act Certification*
Attachment 14	California Civil Rights Laws
Attachment 15	Cost Proposal

6.3. ELECTRONIC SUBMISSION

CSD requires bidders to provide RFP responses electronically via a secure drop box. All bidders shall send an email to BNCS@csd.ca.gov prior to the proposal submission due date, stating their intention to submit a proposal prior to the final date for proposal submission. The deadline to submit and intention to submit a proposal is listed in Section 1.3, Key Action Dates. The subject line of this email must read:

“Response to 2023-RFP-101: RFP Audit Services for CAPP Intent to Bid”

Upon receipt, CSD will issue each bidder a private link and instructions to submit a proposal in PDF format. A complete proposal must be submitted by the date and time indicated in Section 1.3, Key Action Dates, or the proposal will be rejected.

The deadline to submit the proposal is indicated in Section 1.3, Key Action Dates. Bidders must submit one (1) PDF in a searchable format, containing all the required elements of the proposal. All documents contained in the proposal must have electronic signatures and must be signed by a person who is authorized to bind the proposing organization. Proposals not submitted electronically by the due date and time indicated above shall be rejected. The proposal PDF naming convention must be as follows:

2023-RFP-101: Audit Services for CAPP (Company Name)

Multiple submissions will not be considered under the terms of this PRFP.

- Bidders shall only submit one (1) response to this PRFP.

Bidders who submit and/or appear in more than one submitted proposal shall be required to designate one (1) proposal to be considered or be disqualified.

7. SCORING PROCESS

7.1. PROPOSAL SCORING

To review all proposals, CSD will organize an evaluation and selection team. The evaluation and selection team will include CSD staff, including select subject matter experts. Evaluation and selection team members shall have no financial connection to any bidders submitting proposals. The evaluation and selection team members will review and score each proposal thoroughly and assign a final score. Proposals will be reviewed and evaluated in the following manner:

PHASE 1 – COMPLIANCE CHECK

CSD will review proposals for compliance with requirements and completeness. Proposals that fail Phase 1 will be disqualified and eliminated from further review.

PHASE 2 – REVIEW AND EVALUATION OF RESPONSE FORMS

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 Phase 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 **56** points (80 percent) out of the 70 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	20
Workplan Narrative and Workplan Timeline	25
Maximum Total Points Possible	70 Points

PHASE 3 – EVALUATION OF RESPONSE

The top 3 highest scoring proposers with responsive proposals emerging from the Phase 2 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 Phase 2, only those meeting the minimum threshold for Phase 2 will be evaluated by CSD. An award will be made to the proposer with the lowest cost proposal.

Proposals that earn at least 56 points in Phase 2 will be evaluated for their cost proposal. A bidder can receive a maximum of 30 additional points in Phase 3. Cost will be evaluated in the following manner:

NOTE: We have provided a sample methodology for computing the score of the Cost Proposal. Please note that this is only an illustrative example, and you must adjust the scoring criteria and methodology to align with the requirements of the RFP you are developing.

Methodology:

- The lowest cost proposal receives 100 percent of the 30 possible points for Phase 3.*
- The remaining proposals receive a proportionately lower percentage of the 30 possible points.*
- The formula is as follows:*
$$\frac{\text{Lowest Proposed Cost}}{\text{Current Proposed Cost}} * 30 \text{ Possible Points for Phase 3} = \text{Current Bidder's Score for Phase 3}$$

Example:

Bidder A Total Cost: \$85,347; Bidder B Total Cost: \$90,242; Bidder C Total Cost: \$87,249.

- Bidder A: Lowest Cost Proposal (\$85,347) = 100 Percent of Possible Points*
- Bidder B: \$85,347/\$90,242 = 94.57 Percent of Possible Points*
- Bidder C: \$85,347/\$87,249 = 97.82 Percent of Possible Points*

Points Allocation:

- Bidder A: 30 Possible Points * 100 Percent of Possible Points = **30 Points for Phase 3***
- Bidder B: 30 Possible Points * 94.57 Percent of Possible Points = **28.37 Points for Phase 3***
- Bidder C: 30 Possible Points * 97.82 Percent of Possible Points = **29.34 Points for Phase 3***

7.2. FINAL SCORE AND PREFERENCES PROGRAMS

SMALL BUSINESS CERTIFICATION PREFERENCE PROGRAM

The preference is equal to five percent of the highest-scored responsible bidder's total score. When the highest-scored responsive bid is not submitted by a certified small business, the preference becomes applicable. Please note that the preference is used for computation purposes only in determining the successful bidder. It does not alter the amount of the resulting contract. In order to claim this preference, the bidder must provide their DGS Small Business Certification with their proposal. To learn more about

the Small Business Preference Programs and how your business might qualify, view the Office of Small Business and Disabled Veteran Business Enterprise Services website at <https://www.dgs.ca.gov/PD-OSDS>.

TARGET AREA CONTRACT PREFERENCE ACT (TACPA)

A score preference will be granted to California-based bidders in accordance with California Government Code, Section 4530 et seq. whenever contracts for goods or services are in excess of \$100,000 and the bidders meet certain requirements as defined in the California Code of Regulations (Title 2, Section 1896.30 et seq.) regarding labor needed to provide the services being procured. Bidders can earn a score preference of between one percent (1%) and nine percent (9%) depending on what parts of the preference they claim. Full details can be found on the STD 830 form itself. Bidders desiring to claim this preference must submit a full executed copy of the STD 830 form located at <http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std830.pdf> with their Proposal.

Bidders who have provided proof of qualification for the TACPA Program will have the **(Change for cost points)** for the Cost Proposal increased by five percent **(No more than 5 percent of total cost points)**.

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)

This incentive may result in the increase of a bidder's total points. The incentive may be reached by the bidder having certified DVBE status, or through the use of certified DVBE sub-contractors or suppliers of goods and services for the contract, who have been identified in the narrative response for Section 5.1.1., Organization and Key Personnel Experience. Application of DVBE incentive will be based on the percentage of participation as specified below. Bidders must submit their DVBE certification with their Proposal.

Confirmed DVBE Participation	Possible Points Calculation (### Total Possible Points)
5% and over	5% x Total Possible Points = # points
4% - 4.99% inclusive	4% x Total Possible Points = # points
3% - 3.99% inclusive	3% x Total Possible Points = # points
2% - 2.99% inclusive	2% x Total Possible Points = # points
1% - 1.99% inclusive	1% x Total Possible Points = # points

7.3. AWARD PROCEDURES

One contract is expected to be awarded to the highest-scoring bidder through this PRFP process.

7.4. PROTEST PROCEDURES

Bidders that were not successful in the solicitation may submit a letter protesting the outcome on the basis that CSD made an error in awarding the contracts and why those errors would have led to an outcome in which the protesting bidder would have

prevailed on the solicitation. Once a protest letter has been filed, contracts will not be awarded until either the protest is withdrawn, or CSD cancels the PRFP, or DGS decides the matter. Please note the following:

- Protests are limited to the grounds contained in the California Public Contract Code Section 10345.
- During the five (5) business days after the Notice of Proposed Award (NOPA) is posted, a letter of intent to protest must be filed with the DGS Legal Office via email at OLSProtests@dgs.ca.gov and Megan Rivers, Deputy Director for Administration via email at megan.rivers@csd.ca.gov.
- Within five (5) calendar days after filing the letter of intent to protest, the protesting bidder must file with the DGS Legal Office and CSD a full and complete written statement specifying the grounds for the protest.
- If the protest is not withdrawn or the solicitation is not canceled, DGS will decide the matter. There may be a formal hearing conducted by a DGS hearing officer or there may be briefs prepared by the bidder and CSD for the DGS hearing officer consideration.

8. ADMINISTRATION

This section provides the bidder with information on administrative procedures, legally required documents or legal information, and other details relevant to the solicitation process. These are standard for most solicitations, but additional sections may be added on a case-by-case basis.

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. Any proposals or part of their proposal named confidential shall be deemed non-compliant.

8.4. UNIQUE ENTITY IDENTIFIER (UEI)

As a recipient of Federal grant dollars, CSD is required to check SAM.gov using the Unique Entity ID (UEI) to ensure subrecipients and subcontractors are not debarred,

suspended, or ineligible. The UEI is a 12-character alphanumeric ID assigned by SAM.gov. Entities doing business with the Federal government, including subrecipients and subcontractors must register for a UEI.

8.5. DARFUR CONTRACTING ACT OF 2008

Effective January 1, 2009 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).

For further information regarding the Darfur Contracting Act, please refer to the following link: <https://www.dgs.ca.gov/PD/Resources/SCM/TOC/6/6-7>

8.6. ECONOMIC SANCTIONS IN RESPONSE TO RUSSIA’S ACTIONS IN UKRAINE (EO N-6-22)

On March 4, 2022, Governor Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor’s bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the state.

For further information regarding the executive order issued by the Governor, please refer to the following link: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>

8.7. PAYEE DATA RECORD (STD 204)

The Payee Data Record (STD 204) is a required form. A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

CSD will send a link to the Payee Data Record STD.204 form once the PRFP is awarded. No action is required at this time.

8.8. 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.

8.9. 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.

8.10. 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. Any modifications or withdrawals shall be sent to:

CSD Procurement Services Unit

Email: BNCS@csd.ca.gov

8.11. 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.

8.12. 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 7920.000 et seq.) and subject to review by the public.

8.13. 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.

8.14. 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.

8.15. 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, 2024. 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.

8.16. 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

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- | | | |
|--------------------------|---------------|--|
| <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-04/2017) |
| <input type="checkbox"/> | Attachment 13 | Darfur Contracting Act Certification* |
| <input type="checkbox"/> | Attachment 14 | California Civil Rights Laws |
| <input type="checkbox"/> | Attachment 15 | Cost Proposal |

*If applicable

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[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 Employer 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: _____		
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 OSDS, if an application is pending: _____		

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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

- | | |
|---|---|
| <input type="checkbox"/> Bear Valley Electric Service | <input type="checkbox"/> Southern California Gas Company |
| <input type="checkbox"/> Liberty Utilities | <input type="checkbox"/> Southwest Gas |
| <input type="checkbox"/> Pacific Gas and Electric Company | <input type="checkbox"/> Southern California Edison Company |
| <input type="checkbox"/> San Diego Gas and Electric Company | |

Public Utilities and Electric Cooperatives

- | | |
|---|--|
| <input type="checkbox"/> Burbank Water and Power | <input type="checkbox"/> Los Angeles Department of Water and Power |
| <input type="checkbox"/> City of Anaheim | <input type="checkbox"/> Modesto Irrigation District |
| <input type="checkbox"/> City of Lompoc Electric Division | <input type="checkbox"/> Pasadena Water and Power |
| <input type="checkbox"/> City of Long Beach | <input type="checkbox"/> Sacramento Municipal Utility District |
| <input type="checkbox"/> Glendale Water and Power | |

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			

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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 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.

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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 – California Civil Rights Laws

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after

January 1, 2017, the Contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
-------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Executed in the County of	Executed in the State of
---------------------------	--------------------------

Date Executed

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 \$310,000 to complete all 16 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

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

Public Utilities and Electric Cooperatives

Los Angeles Department of Water and Power	\$,			
Sacramento Municipal Utility District	\$,			
City of Long Beach	\$,			
City of Anaheim	\$,			
Pasadena Water and Power	\$,			
Modesto Irrigation District	\$,			
Glendale Water and Power	\$,			
City of Lompoc Electric Division	\$,			
Burbank Water and Power	\$,			
Bear Valley Electric Service	\$,			
Total	\$,			

ATTACHMENT 15 – Cost Proposal (continued)

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. This provision can only be enacted upon CSD approval.

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)

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

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (if Applicable)

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

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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 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

^[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 7920.000 et seq.) or other applicable state or federal laws. (See California State Administrative Manual, sections 5300.4 and 5320.5.)

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.
- 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.

^[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.)

- 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:

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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.

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[ATTACHMENT 17 – Audit Estimates](#)

	<i>Priority 1 Accounts</i>	<i>Priority 2 Accounts</i>	<i>Total Accounts</i>	Sample Size
Pacific Gas and Electric Company	438,407	0	438,407	200
Southern California Edison Company	430,398	0	430,398	200
Southern California Gas Company	243,792	0	243,792	150
Los Angeles Department of Water & Power	136,437	1,704	138,141	150
San Diego Gas and Electric Company	113,438	0	113,438	150
Sacramento Municipal Utility District	18,968	7,128	26,096	150
Southwest Gas	9,780	0	9,780	50
City of Long Beach	6,682	0	6,682	50
City of Anaheim	4,604	0	4,604	20
Pasadena Water & Power	4,268	0	4,268	20
Modesto Irrigation District	1,804	1,561	3,365	20
Glendale Water & Power	3,021	0	3,021	20
Liberty Utilities	0	2,062	2,062	20
City of Lompoc Electric Division	1,469	0	1,469	20
Burbank Water & Power	1,393	0	1,393	20
Bear Valley Electric Service	630	613	1,243	20

[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.

PRFP PROCUREMENT FILE CHECKLIST

<input type="checkbox"/>	Component 1	Internal request form
<input type="checkbox"/>	Component 2	PIA waiver, if applicable
<input type="checkbox"/>	Component 3	DGS/OSP exemption (For Non-DGS/OSP Printing Contracts), if applicable
<input type="checkbox"/>	Component 4	SB incentive waiver justification, if applicable
<input type="checkbox"/>	Component 5	DVBE incentive waiver (GSPD-07-04), if applicable
<input type="checkbox"/>	Component 6	Master Agreement Exemption Request (MAER-to Exceed \$1.5M), if applicable
<input type="checkbox"/>	Component 7	Government Code Section 19130(b) justification/exemption
<input type="checkbox"/>	Component 8	Certification of Conflict of Interest and Confidentiality for buyer and all staff that work on the procurement
<input type="checkbox"/>	Component 9	Suppliers/Bidders list and Request for Information/Interest (RFI), if applicable
<input type="checkbox"/>	Component 10	California State Contracts Register (CSCR) Advertisement
<input type="checkbox"/>	Component 11	Vendor selection file, including solicitation, amendments and attachments, bidders' conference documents, posted questions and answers, all submitted bids, administrative compliance review documents, and scoring evaluations and calculations, including SB, DVBE and TACPA applications, and vendor selection memo, if applicable
<input type="checkbox"/>	Component 12	Fair and reasonable cost evaluation, if applicable (less than 3 bidders)
<input type="checkbox"/>	Component 13	Documentation as to why award was made to other than lowest bidder, if applicable
<input type="checkbox"/>	Component 14	Notice of intent to award

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<input type="checkbox"/>	Component 15	Protest documents, including notice of intent to protest, detailed protest letter, and DGS determination, if applicable
<input type="checkbox"/>	Component 16	Small business, micro-business, TACPA or DVBE certifications, if applicable
<input type="checkbox"/>	Component 17	Secretary of State Certification (To do business in California)
<input type="checkbox"/>	Component 18	Checked FTB website that vendor is not tax delinquent
<input type="checkbox"/>	Component 19	Checked BOE website that vendor is not tax delinquent
<input type="checkbox"/>	Component 20	Checked DGS for negative evaluation
<input type="checkbox"/>	Component 21	Seller's permit and (BOE) Sales & Use Tax permit verification
<input type="checkbox"/>	Component 22	Iran Contracting Act (Goods or Services >\$1M) confirmation supplier not on ineligible list
<input type="checkbox"/>	Component 23	Darfur certification (Non-IT Goods or Services--Non LPAs) confirmation supplier not on ineligible list
<input type="checkbox"/>	Component 24	Ex-pat certification confirmation supplier is not on ineligible list
<input type="checkbox"/>	Component 25	Payee Data Record (STD 204) in Central File
<input type="checkbox"/>	Component 26	Post-Consumer Content Certification (CIWMB 74)
<input type="checkbox"/>	Component 27	Commercially Useful Function (CUF) Certification and (GSPD-05-105 Bidder Declaration)
<input type="checkbox"/>	Component 28	Certificate of Liability Insurance greater than \$1,000,000 (as required)
<input type="checkbox"/>	Component 29	Certificate of Workers' Compensation Insurance (as required)
<input type="checkbox"/>	Component 30	Résumés for all key staff in the response
<input type="checkbox"/>	Component 31	Professional Certifications Required by any Mandatory Staffing Qualification(s)