



## CALIFORNIA POLLUTION CONTROL FINANCING AUTHORITY

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**EXECUTIVE DIRECTOR**  
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# REQUEST FOR PROPOSAL

## No. CPCFA06-16

### Trustee Services for the CPCFA Financing Programs

### Notice to Prospective Proposers

**September 21, 2016**

You are invited to review and respond to this Request for Proposal (RFP), entitled **CPCFA06-16 Trustee Services for California Pollution Control Financing Authority's (CPCFA) Financing Programs**.

The California Pollution Control Financing Authority (CPCFA) is requesting proposals for a firm with extensive experience to provide trustee services to the CPCFA's and other financing programs. In submitting your proposal, you must comply with these instructions.

The RFP includes the Sample Standard Agreement the winning bidder will be expected to execute. Note that all agreements entered into with the State of California will include by reference General Terms and Conditions and Contractor Certification Clauses that may be viewed and downloaded at Internet site <http://www.dgs.ca.gov/dgs/Home.aspx>. If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of the California Pollution Control Financing Authority, this RFP is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this RFP is:

**Tajinder Kaur**  
**California Pollution Control Financing Authority**  
**(916) 651-0111**  
[tkaur@sto.ca.gov](mailto:tkaur@sto.ca.gov)

Questions regarding this RFP must be submitted in writing no later than September 29, 2016 by 5:00 p.m. Answers to the questions will be posted on October 5, 2016 on Calprocure website and the CPCFA website.

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

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*\* If Applicable*

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## **A. PURPOSE AND DESCRIPTION OF SERVICE**

### **1. Introduction**

The California Pollution Control Financing Authority (“CPCFA” or the “Authority”) is seeking proposals from qualified firms to serve as trustee (the “Trustee”) to provide services in connection with the California Capital Access Program (“CalCAP” or “the Program”) and other alternative financing programs being implemented or planned by the CPCFA.

In 1994, the California Legislature established CalCAP to assist qualified small businesses that have difficulty obtaining financing. CalCAP is a form of loan portfolio insurance which may provide up to 100% coverage on certain loan defaults. The Program is designed to use a small amount of public resources to generate large amounts of private lending.

CalCAP is designed to mitigate the perceived risk that lenders identify with these types of loans. The Program requires two types of accounts to be held and administered by the Trustee: 1) Program Accounts and 2) Loss Reserve Accounts held on behalf of each Participating Financial Institution (PFI), into which a percentage of each qualified loan will be deposited from a Program Account and as “pooled” loans are enrolled. Should a borrower default on a Qualified Loan, the PFI may make a claim to the CPCFA for reimbursement from its Loss Reserve Account. The full amount of the lender’s Loss Reserve Account may be utilized to reimburse loan losses. Each Loss Reserve Account is lender-specific or account-specific so the underwriting terms of one financial institution will not affect another financial institution’s Loss Reserve Account.

The maximum loan amount is \$5 million. The maximum enrolled amount is \$2.5 million per borrower in a three (3) year period. Developing programs may have higher maximum loan enrollment and contribution amounts. Lenders set all terms and conditions of the loans and decide which loans to enroll in CalCAP. Lenders determine the premium levels to be paid by the borrower and lender. Loans can be short-term or long-term, have fixed or variable rates, be secured or unsecured, and bear any type of amortization schedule. All loan enrollments and claims must be approved by the CPCFA.

The CPCFA also administers a program called CalCAP Collateral Support Program (“CalCAP CSP” or “CSP”). CSP pledges cash to cover a collateral shortfall of a loan made to a small business. Like CalCAP, the CSP requires Program Accounts, and loan-specific Loss Reserve Accounts on behalf of each loan enrolled by a PFI. A percentage of the enrolled amount of the loan, up to 50%, is deposited into the loan-specific Loss Reserve Account at the time of enrollment. A portion of the funds will be recaptured annually as the loan pays down. The recaptured funds will be transferred to a separate Program Account. Should a borrower default on a Qualified Loan, the PFI may make a claim to the CPCFA for reimbursement of its loss from its Loss Reserve Account. The full amount of the lender’s loan-specific Loss Reserve Account may be utilized to reimburse loan losses. Each Loss Reserve Account is lender and loan-specific so the underwriting terms of one financial institution will not affect another financial institution’s Loss Reserve Account.

The CPCFA also works with other state agencies in Independent Contributor Programs. The California Air Resources Board (“ARB”) participates in the ARB On-Road Heavy Duty Diesel Program. ARB provides the entire contribution to the loss reserve accounts.

In partnership with the California Energy Commission (CEC), the CPCFA has created a financing incentive to increase the installation and operation of publicly accessible and workplace-based Electric Vehicle Charging Station (“EVCS”), also known as charging stations. The EVCS program is based on the CPCFA’s Loan Loss Reserve model, with increased contributions for project installations that include preferred features, such as placement at multi-dwelling-unit residential projects and targeted locations. The program also includes a rebate or subsidy for borrowers with no more than one late payment on their loan or lease by the end of the program.

The CPCFA is currently implementing the California Americans with Disabilities Act Small Business Financing Program (“CalCAP/ADA”) designed to assist with financing for small business to increase access and comply with the American Disabilities Act. The CalCAP/ADA program is structured similar to the CPCFA’s existing CalCAP program with a five year limit on the term of loss coverage and a recapture feature of the CPCFA’s contributions for non-defaulted loans.

The California Seismic Safety Financing program is designed to assist California small businesses and residential property owners (including multiunit dwellings and mobile homes registered by the California Department of Housing and Community Development) with financing the costs to seismically retrofit existing buildings and homes. This program will also be structured similar to the CalCAP/ADA program, but an added element will be loans to home owners.

At a minimum, the Trustee firm selected will be responsible for performing duties in association with CalCAP, CSP, ARB, EVCS, ADA, and Seismic Safety; and will include the establishment, monitoring and maintenance of various accounts of uncommitted CPCFA funds, Federal Funds, Independent Contributor program funds, and PFI Loss Reserve Accounts, investing funds, transferring funds, wiring funds, receiving funds, performing data tracking, transmitting account balance information, and preparing cumulative monthly and annual Trustee reports of PFI and Independent Contributor Loss Reserve Accounts and activities. The proposer’s knowledge and experience of account administration, establishment and investment of account funds, and reporting methods will be considered.

The selection of the Trustee firm will be based not only on the proposed fees, but also on assurances that the Trustee firm will provide a reasonable level of competent and responsive service to the Authority in all subject areas described in the Scope of Services, Section A.3., and meet the Minimum Qualifications for proposers as outlined in Section B. The firm must be free from actual conflicts of interest not only at the time of selection, but throughout the term of the contract as well. The firm must be immediately available to assume services.

All proposals submitted to perform these services must explain the experience and qualifications of the firm which demonstrate the firm’s ability to provide these services. Failure to provide all requested information, or deviation from the required format, may result in disqualification. The Authority reserves the right to reject any or all proposals.

The Authority anticipates entering into a two-year contract. In its discretion, the Authority can extend the contract for an additional one-year period. The contract amount may not exceed \$500,000.00.

Attached, as Exhibit A, is a proposed sample contract that will be the result of this RFP. It includes the STD 213 Standard Agreement and other standard agreement provisions to which the Trustee firm will be bound.

## **2. Background and Overview of the Authority**

The California Pollution Control Financing Authority was established by Chapter 1257 Statutes of 1972 to provide California businesses with a reasonable method of financing pollution control facilities and to foster compliance with government imposed environmental standards and requirements. Over the last 44 years, the CPCFA has evolved to meet California’s needs not only for the solid waste industries through its Pollution Control Tax-Exempt Bond Financing Program (Bond Program), but also for small businesses through the California Capital Access Program (CalCAP), and the reuse and redevelopment of brownfields through the California Recycle Underutilized Sites Program (CalReUSE).

The enabling legislation is contained in the California Pollution Control Financing Authority Act (“the Act”), Division 27 of the Health and Safety Code, commencing with Section 44500.

The CPCFA Board consists of the State Treasurer (Chairperson), the State Controller, and the Director of the Department of Finance. It operates on a budget generated by fees from borrowers participating in the Bond Program, and from fees and other revenues from its alternative financing programs.

The CPCFA provides California businesses and communities, access to capital and to low-cost financing through the following programs:

- a. Through its Pollution Control Bond Program, the CPCFA provides low-cost tax-exempt financing to California businesses for qualified tax-exempt pollution control projects and taxable financing for other pollution control projects.
- b. The CPCFA provides California businesses access to capital through the CPCFA's CalCAP and Independent Contributor Programs, and other federal and state funding.
- c. Through the California Recycle Underutilized Sites Program (CalReUSE), the CPCFA provides loans and grants for brownfield environmental assessment and remediation.

Due to the success of these programs, the CPCFA is currently in active discussions to develop and implement new financing programs on behalf of other state agencies.

### **CalCAP Program**

The Act permits CPCFA to develop and administer alternative financing incentive programs to incentivize lenders and investors to direct private capital to California businesses. The CPCFA created the California Capital Access Program (CalCAP) in 1994, following legislation permitting small business lending programs [AB 253 (Bronshvag), Chapter 1163, Statutes of 1994]. Through a variety of different financing program structures including CalCAP, the CPCFA can administer financing incentives to encourage banks and other financial institutions to make loans and provide private capital to small businesses that have difficulty obtaining financing.

To that end, CalCAP for Small Businesses was established by legislation in 1994, and assists small businesses in obtaining loans through Participating Financial Institutions (PFI or lenders). CalCAP is a form of loan portfolio insurance which can provide up to 100% coverage on certain loan defaults. Each lender is entirely liable for its loan losses; however, those losses can be reimbursed from each lender's Loan Loss Reserve Account. The Loss Reserve Accounts are built through contributions made by the borrower, lender, and/or the CPCFA.

The CPCFA's small business programs are governed by specific program regulations that define program related terms, determine eligibility of lenders, small business borrowers and projects funded by the loans, and require particular information on loan enrollments and claim applications and numerous other items. The CalCAP regulations set limits on loan amount and contribution amounts, as well as set forth timelines for both the lenders and the Authority. Rules concerning the Independent Contributor Program are also found within the CalCAP regulations; this allows for small business lending programs funded by other agencies to reach specific groups of borrowers or support lending for specific projects. [California Code of Regulations (CCR), Title 4, Article 7, §8070-8083 et seq.]

Prior to 2010, CalCAP was funded from the Small Business Assistance Fund (SBAF) established by fees collected through the CPCFA's Pollution Control Tax-Exempt Bond Program. In October 2010, the Legislature appropriated \$6 million from the State General Fund to the Program. In 2011, CalCAP expanded rapidly due to receiving an award of funds from the United States Treasury State Small Business Credit Initiative (SSBCI) made available by the Small Business Jobs Act of 2010. The CPCFA was awarded half of the total \$168 million allocation to the State of California. The federal funds have enabled CalCAP to increase lending assistance for California small business owners. The CPCFA continues to use the State General Fund money as supplemental assistance for loan enrollments which are located in areas of high unemployment, (Severely Affected Community) and for the regular contributions for loans which may not be eligible under the stricter SSBCI requirements.

In 2013, the CPCFA further expanded use of SSBCI funding by creating the Collateral Support Program to enable financing that might otherwise not occur due to a collateral shortfall. The Collateral Support Program encourages banks and other financial institutions to make loans to small businesses that have difficulty

obtaining financing. Under this program, the CPCFA pledges cash to cover the collateral shortfall of a loan in order to enable financing that otherwise might not be available to a small business.

In addition to the SSBCI and state-funded small business lending programs, the CalCAP statute empowers the CPCFA to administer loan Loss Reserve programs on behalf of other parties – including government and private entities – through the CalCAP Independent Contributor Program which permits the independent contributor to tailor certain program standards (such as borrower eligibility criteria and specified contribution rates). Currently, the CPCFA administers Independent Contributor Programs on behalf of the Air Resources Board and the California Energy Commission. The ARB program assists owners and operators of small fleets of heavy-duty diesel trucks with achieving early compliance with ARB's Statewide Truck and Bus Regulation which is designed to reduce diesel particulate matter emissions. As an Independent Contributor to the ARB On-Road Heavy Duty Diesel Program, ARB disbursed \$75 million to the CPCFA through the end of 2015 to fund contributions for lenders specializing in lending to small fleets.

Assembly Bill 1230, signed by Governor Brown in October 2015, provided the CPCFA a one-time \$10 million appropriation to create the California Americans with Disabilities Act Small Business Capital Access Financing Program ("CalCAP/ADA Financing Program"). Under this legislation, the CPCFA is authorized to develop and implement a new credit enhancement program based on the CalCAP model, specifically for private lending supporting physical alterations, retrofits, signage and other improvements to small business facilities to increase access and comply with the Americans with Disabilities Act. The statute directs the CPCFA to establish a sustainable program and describes a program feature that recaptures unclaimed funding relating to matured loans to be used to support future loans beyond the \$10 million initially appropriated. The CalCAP/ADA Financing program is anticipated to start receiving applications in September 2016.

The CalCAP Electric Vehicle Charging Station Program's goal is to expand the number of electric vehicle charging stations installed by small businesses in California. Loans enrolled in the Electric Vehicle Charging Station Financing Program can be used for the design, development, purchase, and installation of electric vehicle charging stations at small business locations in California. Funded by the California Energy Commission, the California Capital Access Program (CalCAP) may provide up to 100% coverage to lenders on certain loan defaults. Borrowers may be eligible to receive a rebate of 10-15% of the enrolled loan amount.

Proceeds from loans enrolled in the CalCAP/Seismic Safety Financing Program may be used for seismic retrofit construction alterations performed on or after January 1, 2017, of a qualified building or its components to substantially mitigate seismic damage. Seismic retrofit construction includes, but is not limited to, bracing cripple walls, bracing hot water heaters, and installing automatic gas shutoff valves.

#### **How the CPCFA's Lending Programs Work:**

##### **a. CalCAP for Small Businesses**

CalCAP for Small Businesses is a form of loan portfolio insurance which may provide up to 100% coverage on certain loan defaults. To participate in CalCAP a participating financial institution may choose to enroll an eligible loan in the program. In conjunction with the lender making a loan to the small business borrower, both the borrower and the lender must each pay a small premium into a loan Loss Reserve Account specific to the lender. The loan Loss Reserve Account may reside either at the lending institution or at the CPCFA's Trustee Bank, upon the discretion of the CPCFA Executive Director. The lender then submits an application to CalCAP for enrollment. Once the CPCFA staff determines the loan is eligible for enrollment, CalCAP funds are deposited into the lender's Loss Reserve Account in an amount to match the combined lender and borrower contributions. As the lender continues to enroll eligible small business loans in CalCAP, the funds in the Loss Reserve Account continue to grow and are available for the lender to draw on in the event of a default on any enrolled loans.

Currently, the primary source of funding for the CalCAP is the CPCFA's allocation of federal SSBCI funds. For any loan to a borrower located in a severely affected community, defined in the CPCFA's regulations

as economically distressed areas, the CPCFA provides an additional contribution for that loan drawn upon the State General Fund monies appropriated in 2010. The State General Fund monies may also be used to enroll loans in CalCAP that may not meet the stricter eligibility requirements under federal law. The CalCAP statutes provide that the monies in the Loan Loss Reserve Accounts remain the property of the CPCFA.

b. Collateral Support Program

The CPCFA's Collateral Support Program follows a different framework. Instead of supporting multiple loans made by a lender and pooling the contributions in one account to cover any losses, the CSP provides support to lenders on a loan by loan basis. The CSP offers a cash collateral deposit to cover any collateral shortfall an otherwise credit-worthy borrower may have at the time of loan. The CPCFA deposits funds into an account for each specific borrower to help cover the lender in the event of a default of that particular loan. Under this program, each year the CPCFA may recapture a portion of the initial support as the loan pays down. If the lender must file a claim, the lender will be covered up to the amount available in the loan-specific collateral support Loss Reserve Account.

A recent refinement of the Collateral Support Program is a focus on loans made to environmental and energy efficient projects or companies, as well as manufacturers. The Collateral Support Program is funded by the CPCFA's allocation of federal SSBCI funds. Monies in each Collateral Support Loss Reserve Account remain the property of the CPCFA.

c. Independent Contributor Programs - ARB

The Independent Contributor Programs are structured similarly to CalCAP for Small Businesses. As with CalCAP for Small Businesses, lenders participating in this program have a Loss Reserve Account available to cover losses on defaults of qualified enrolled loans. However, for this program, the entity providing the funds may place further requirements for loan eligibility and the contributions in the accounts. The Independent Contributor Program currently has one major player – the ARB On-Road Heavy Duty Diesel Program. Under the ARB On-Road Heavy Duty Diesel Program, lenders and borrowers do not pay a contribution to the Loss Reserve Account; instead, a larger contribution is made into the Loss Reserve Account using funds from ARB, allocated under ARB's Air Quality Improvement Plan. The funds in each lender's Loan Loss Reserve Account continue to pool with additional loan enrollments and are available to be tapped in the case of default of an enrolled loan. With the funding provided by the ARB, this program encourages lenders to make loans to small businesses in need of upgrading their on-road heavy duty diesel vehicles to meet ARB's compliance requirements under the Statewide Truck and Bus Regulation. The CPCFA is currently in discussions with sister state agencies to administer other Independent Contributor programs, including ARB and CalRecycle.

d. Independent Contributor Programs - EVCS

CPCFA introduced an Electric Vehicle Charging Station (EVCS) program in 2015. Loans enrolled in this program can be used for the design, development, purchase and installation of electric vehicle charging stations. Funded by the California Energy Commission (CEC), lenders and borrowers are not required to pay a contribution to the Loss Reserve Account but rather CalCAP contributes to the Loss Reserve Account using the CEC funds allocated through the Alternative and Renewable Fuel and Vehicle Technology Program. The EVCS Program provides up to 100% coverage to lenders on certain loan defaults. Borrowers may be eligible to receive a rebate of 10 – 15% of the enrolled loan amount payable from the Loss Reserve Account after 48 months with a good payment history.

e. CalCAP/ADA Program

In fall 2016 the CPCFA will offer a new program to assist California small businesses with financing costs to alter or retrofit existing small business facilities to comply with the requirements of the federal Americans with Disabilities Act (ADA) of 1990 is in development. In October 2015, Governor Brown signed legislation (Assembly Bill (AB) 1230 by Jimmy Gomez) appropriating \$10 million to the CPCFA to establish the

California Americans with Disabilities Act Small Business Capital Access Loan Program (CalCAP/ADA). Loans enrolled in this program may be used for the cost of surveying facilities for non-compliance, estimating and planning eligible alterations, construction costs, and other related expenses but do not include business expansion.

The CalCAP/ADA Program is structured similar to the CalCAP for Small Business. To participate in CalCAP/ADA Program a participating financial institution may choose to enroll an eligible loan in the program. In conjunction with the lender making a loan to the small business borrower, both the borrower and the lender must each pay a small premium into a loan Loss Reserve Account specific to the lender. The loan Loss Reserve Account may reside either at the lending institution or at the CPCFA's Trustee Bank, upon the discretion of the CPCFA Executive Director. The lender then submits an application to CalCAP for enrollment. Once the CPCFA staff determines the loan is eligible for enrollment, CalCAP/ADA funds are deposited into the lender's Loss Reserve Account in an amount equal to four times the lender's contributions, plus an additional CalCAP/ADA contribution equal to the lender's contribution if the enrolled loan is in a disadvantaged community. As the lender continues to enroll eligible small business loans in CalCAP, the funds in the Loss Reserve Account continue to grow and are available for the lender to draw on in the event of a default on any enrolled loans. Once the loan is paid off or sixty months after the loan is enrolled, whichever comes first, the CalCAP/ADA contributions for that specific loan will be recaptured and deposited back into the CalCAP/ADA fund.

f. Seismic Safety Capital Access Loan Program

In January 2017 the CPCFA will launch the California Seismic Safety Capital Access Loan Program another LLR program. In June 2016 the Governor Brown signed SB 837 appropriating \$10 million to the CPCFA's CalCAP program to provide coverage up to \$250,000 for loans to California residential property owners (including mobile home and multiunit dwellings) and small business owners to seismically retrofit residences and small businesses with a priority on soft-story buildings and unreinforced brick and concrete buildings.

### 3. Scope of Services

Under the general direction of the Executive Director of the CPCFA, the Trustee firm agrees to provide services as described below:

a. Establishing the CPCFA Program Accounts

- i. The Trustee firm will establish, maintain and hold a separate fund designated as the California Capital Access Program Fund (the "Program Fund"). Upon establishment of the Program Fund, the CPCFA will deposit such funds as determined by the CPCFA. The moneys held in the Program Fund will, at all times, be the property of the CPCFA.
- ii. The Trustee firm will establish, maintain and hold a separate fund designated as the California Capital Access State Fund (the "State Fund"). Upon establishment of the State Fund, the CPCFA will deposit such funds as determined by the CPCFA. The moneys held in the State Fund will, at all times, be the property of the CPCFA.
- iii. The Trustee firm will establish, maintain and hold a separate fund designated as the California Capital Access Federal Fund (the "Federal Fund"). Upon establishment of the Federal Fund, the CPCFA will deposit such funds as determined by the CPCFA. The moneys held in the Federal Fund will, at all times, be the property of the CPCFA.
- iv. The Trustee firm will establish, maintain and hold a separate fund designated as the California Americans with Disabilities Act Small Business Capital Access Program Fund (the "CalCAP/ADA Fund"). Upon establishment of the Program Fund, the CPCFA will deposit such funds as determined by the CPCFA. The moneys held in the Program Fund will, at all times, be the property of the CPCFA.



- v. The Trustee firm will establish, maintain and hold a separate fund designated as the California Seismic Safety Capital Access Loan Program Fund (the "Seismic Safety Fund"). Upon establishment of the Program Fund, the CPCFA will deposit such funds as determined by the CPCFA. The moneys held in the Program Fund will, at all times, be the property of the CPCFA.
- vi. The Trustee firm will further establish sub-accounts within the Program Fund, State Fund, Federal Fund, CalCAP/ADA Fund, EVCS Fund, and Seismic Safety Fund to be named, respectively, the "Program Cost Account," "State Cost Account," "Federal Cost Account," "ADA Cost Account," "ECVS Cost Account," "Seismic Safety Cost Account," and the CPCFA will initially fund these accounts from the Program Fund, State Fund, Federal Fund, CalCAP/ADA Fund, or Seismic Safety Fund in amounts as determined by the CPCFA. The CPCFA will make further deposits to either sub-account in the Program Fund, State Fund, Federal Fund, ADA Fund, and Seismic Safety Fund Accounts from time to time.
- vii. The Trustee firm will establish an Annual Interest Sweep Account associated with each calendar year. At the direction of the CPCFA, interest from each PFI, Lender held and Trustee held accounts will be deposited in the Interest Sweep Account. The CPCFA will request funds from that account periodically.
- viii. The Trustee firm will establish, maintain and hold a separate fund and related accounts for any additional designated Fund in the future upon instruction from the CPCFA.
- ix. The Trustee firm will be authorized and directed by the CPCFA to use moneys in the Program Fund, State Fund, Federal Fund, CalCAP/ADA Fund, Seismic Safety Fund accounts, and future accounts **(Sample Form A)**. The Trustee firm may verify by telephone or email any further instructions needed.
- x. Accounts will be interest-bearing demand accounts unless the trustee is directed to place funds in another type of account by the CPCFA. The moneys in the Program Fund, State Fund, Federal Fund, ADA Fund, Seismic Safety Fund, and future accounts will be held solely for the benefit of the CPCFA. These accounts shall not have any required fees or costs to be paid by the Trustee firm. At such time as the CPCFA, in its discretion, determines to terminate its role in the CalCAP or other Independent Contributor program, or otherwise to cease making deposits to the Loss Reserve Accounts under the Trustee firm Agreement, any money remaining in the Program Fund, State Fund, Federal Fund, ADA Fund, Seismic Fund, or future accounts shall be returned to the CPCFA upon its written direction.

b. Establishing Independent Contributor Accounts and Other Program Accounts

The Trustee firm will further establish Independent Contributor accounts and other financing program accounts as directed by the CPCFA. The borrower, lender and the CPCFA, in some instances, are eligible to have the premiums paid by an Independent Contributor. The CPCFA currently utilizes three Independent Contributors, and is currently in negotiations to establish additional program accounts.

- i. The California Air Resources Board currently has one program, the On-Road Heavy-Duty Vehicle Air Quality Loan Program. The CPCFA is in discussion with ARB to establish other Programs.
- ii. The Department of Resources Recycling and Recovery (CalRecycle)-(successor of the California Integrated Waste Management Board) has one loss reserve program.
- iii. The California Energy Commission (CEC) currently has one program, the EVCS Financing Program.
- iv. Some of these fund accounts listed above required a "Program Account" and a sub-account called its Program name and "Cost Account." Some Independent Contributor accounts will require an additional account named "Interest Account."
- v. The CPCFA expects that more Independent Contributors will utilize its financing programs, necessitating additional accounts.

- vi. Accounts will be interest bearing demand accounts unless the trustee is directed to place funds in another type of account. These accounts shall not have any required fees or costs to be paid by the Trustee firm or the CPCFA.
- vii. At such time as the Authority, in its discretion, determines to terminate the Independent Contributor's role and accounts, or otherwise to cease making deposits to the Independent Contributor's Accounts under the Trustee firm Agreement, any money remaining in an Independent Contributor Account, or future accounts shall be returned to the CPCFA upon its written direction.

c. Establishing Participating Financial Institutions' Loss Reserve Accounts

- i. Loss Reserve Accounts will, in the CPCFA's sole determination, be held by either the PFI or by the Trustee firm. Some PFIs will hold their own Loss Reserve Account(s); however, if a particular PFI fails to meet certain requirements, the Trustee firm must hold that PFIs Loss Reserve Account(s). Similarly, for any PFI designated as a Community Development Financial Institution (CDFI), consortium, or other financial institution not designated as a federal or state-chartered bank, the accounts must be held by the Trustee firm.

Loss Reserve Accounts are used for the following purposes:

- To receive all premiums deposited by PFI(s), Borrowers, and/or Independent Contributors;
- To receive contributions deposited by the CPCFA and/or Independent Contributors;
- To pay claims in accordance with Section 8074 of the CalCAP Regulations and other program rules and regulations;
- To pay subsidies in accordance with program rules/guidelines;
- To collect recovered funds from previously paid claims; and
- To collect fees from PFIs.

Established accounts held at the current Trustee firm will be transferred to the new Trustee firm after a contract has been executed as part of establishing the trust. There are currently 81 PFI accounts, 22 Program accounts, 12 Independent Contributor Accounts, 42 PFI loan-specific CSP Loss Reserve Accounts and 10 PFI EVCS Loss Reserve Accounts. The expectation is to enroll new PFIs and double the number within the next two (2) years. Upon written direction from the CPCFA, the Trustee firm will establish and maintain, and hold one or more separate accounts to be designated as the PFI's Loss Reserve (**Sample Form B-1 and Sample Form B-2**) and loan specific Loss Reserve Accounts for CSP.

- ii. The Trustee firm will be authorized to transfer moneys from the Program Account into such accounts held by PFIs upon instructions from the CPCFA. The Trustee firm may verify by telephone any instructions received from the CPCFA by fax or email.
- iii. Accounts will be an interest-bearing demand account unless the Trustee is directed to place funds in another type of account. Loss Reserve Accounts shall be insured by the Federal Deposit Insurance Corporation (FDIC), or the Securities Investor Protection Corporation, as appropriate, to the extent permitted by law and shall not have any required fees or costs to be paid by the Trustee firm or the CPCFA. Upon the written direction of the CPCFA to the Trustee, the moneys in the Loss Reserve Accounts held by the Trustee firm will be invested by the Trustee firm in any investment permitted by Government Code Section 16430.
- iv. The moneys in each PFI's Loss Reserve Account held by the Trustee firm will be the property of the CPCFA, but held for the benefit of the PFI in whose name the account was created.
- v. All moneys in a Loss Reserve Account are property of the CPCFA. Upon withdrawal from the Program, a PFI may have the right to receive a portion of the remaining balance in the Loss Reserve Account as instructed by the CPCFA.

d. Maintenance of Funds and Accounts

- i. The Trustee firm will maintain and monitor Loss Reserve Accounts that are held at the Trustee, perform various account related activities, and provide recordkeeping information on all transactions including non-Trustee held accounts to the CPCFA. For those Loss Reserve Accounts maintained at the Trustee firm, the Trustee firm will also provide corresponding monthly statements to the CPCFA and the appropriate PFIs.
- ii. The CPCFA may provide written direction to the Trustee firm to remit any moneys in the Program or Cost Accounts to the CPCFA (**Sample Form C**).
- iii. For PFI Loss Reserve Accounts which are held at the Trustee firm, the Trustee firm will be authorized to receive fees or premiums from the PFI and deposit them into the PFI's corresponding Loss Reserve Account.
- iv. The Trustee firm will be authorized and directed by the CPCFA to distribute funds from one of the Program Accounts to a PFI's corresponding Loss Reserve Account regardless of whether the Loss Reserve Account is held locally or at the Trustee firm. This direction to distribute funds from the Program Account will be in writing, typically in the form of a Loan Enrollment Funding Instruction, signed by the CPCFA Executive Director or other designated authorized signer (**Sample Form D**).
- v. Upon written instruction from the CPCFA, typically in the form of approved Claim Reimbursement Instructions (**Sample Form E-1 and Sample Form E-2**), the Trustee firm will withdraw funds from the corresponding PFI's Loss Reserve Account (when held at the Trustee firm) and remit the funds to the PFI, by check or wire, in accordance with Section 8074 of the regulations or other program rules/guidelines.
- vi. Upon written instruction from the CPCFA, in the form of Authorization of Rebate Payment (**Sample Form F-1 and Sample Form F-2**), the Trustee will withdraw funds from the corresponding PFI's Loss Reserve Account (when held at the Trustee firm) and remit funds to program borrowers, by check or wire, in accordance with program rules/guidelines. This is for the EVCS financing program. Request funds are on the web.
- vii. The moneys deposited in a Loss Reserve Account, whether held by the PFI or at the Trustee firm, are the property of the CPCFA, and held for the benefit of the PFI to which it corresponds. Upon withdrawal from the Program, a PFI has the right to receive a portion of the remaining balance in its corresponding Loss Reserve Account(s) in accordance with Program regulations.
- viii. At such time as the CPCFA, in its discretion, determines to terminate its role in its financing programs or otherwise to cease making deposits to the Program Funds, any money remaining in the Program Funds and Loss Reserve Accounts shall be returned to the CPCFA upon its written direction.
- ix. The Trustee firm will meet, as needed, with the CPCFA and its staff at a location to be determined by the CPCFA staff.
- x. In all respects, the Trustee firm will represent the best interests of the CPCFA and the State of California in all transactions and proceedings.

e. Reporting and Other Requirements

- i. By the 10<sup>th</sup> of each month, the Trustee firm will provide all monthly bank statements to the Authority for each account it maintains at the Trustee firm in association with the identified programs and provide a copy of the individual PFI's monthly bank statement to that PFI. These statements will include the account balance and interest earned, as well as all transaction activities associated with each account during the period, and any changes related to the accounts.

- ii. Through the collection of data contained on the Authority's various written instructions described above, the Trustee firm will provide monthly ongoing history reports by date of transaction, which includes the following:
  - The names of any PFIs that joined or withdrew from the Program.
  - The number of loans booked for the month.
  - The corresponding total the CPCFA contributions for the month to each PFI.
  - The cumulative amount of total contributions made by the CPCFA to each PFI.
  - The overall total loans made to date annually.
  - A summary page containing each of the aforementioned areas on a combined PFI basis (1) for the month and (2) annually.
- iii. Through the collection of data contained on the written loan enrollment instructions, whether they are trustee or non-trustee held Lenders, the Trustee firm will provide, on a monthly basis (by the 10<sup>th</sup> of each month), the following Data Query for loan enrollments that include:
  - The name of the PFI
  - The borrower's name
  - The date the loan funded
  - The date the loan will mature or 120 months from the date the loan was funded, whichever is sooner.
  - The loan number
  - The Lender loan number
  - The contribution amount
  - The funding source account number
- iv. Through the collection of data contained on the Claim Reimbursement written instructions, whether they are trustee or non-trustee held Lenders, the Trustee firm will provide, on a monthly basis (by the 10<sup>th</sup> of each month), the following Data Query for claims that includes:
  - The name of the PFI
  - The borrower's name
  - The Loan Number
  - The date the claim was paid
  - The amount of claim paid
- v. Through the collection of data contained on the written loan enrollment instructions, whether they are trustee or non-trustee held Lenders for the EVCS financing program, the Trustee firm will provide the following Data Query for loan enrollments when loan terms reach the 48<sup>th</sup> month:
  - The name of the PFI
  - The borrower's name
  - The date the loan funded
  - The loan number
  - The Loan Contribution Amount
- vi. Through the collection of data contained on the Subsidy written instructions, whether they are trustee or non-trustee held Lenders, the Trustee firm will provide, on a monthly basis, the following Data Query for subsidies paid that include:
  - The name of the PFI
  - The borrower's name
  - The Loan Number
  - The date the subsidy was paid
  - The amount of subsidy paid

- vii. The Trustee will provide designated the CPCFA staff with on demand electronic viewing access to all trustee held the CPCFA Program, Independent Contributor, and PFI accounts.
- viii. The Trustee will provide additional information the CPCFA is contractually required to provide related to the CPCFA's administration of current or future programs (such as: additional reporting requirements as requested by the Federal government or Independent Contributions).
- ix. The Trustee firm will perform other duties or activities as may be specifically requested in writing by the CPCFA in connection with the Program, including acting as the CPCFA's Trustee firm in contacts and/or assisting a PFI on establishing Loss Reserve Accounts held at the PFI.

#### 4. Term of Agreement

The term of the agreement will be for a two-year period with the option for the CPCFA to extend one additional year, with a not to exceed amount of \$500,000.00; and with a 30 day-cancellation clause by either party. The effective date of this agreement is either the start date or the approval date by the Department of General Services whichever is later. No work shall commence until the effective date.

#### B. MINIMUM QUALIFICATIONS FOR PROPOSERS

In preparing the proposal, please provide your firm's response to the following qualifications and experience in the same order listed below in this RFP. The firm must have, at a minimum, the following qualifications and experience:

- 1. Any Trustee firm appointed under the Agreement must be a trust company, corporation or bank having the powers of a trust company that either:
  - a. Has a combined capital and surplus of at least fifty million dollars (\$50,000,000), and subject to supervision or examination by federal or state authority; or
  - b. A wholly-owned subsidiary of a bank, trust company, corporation, or bank holding company with an aggregate combined capital and surplus of at least fifty million dollars (\$50,000,000), and is subject to supervision or examination by federal or state authority.
- 2. Must have internet access and email.
- 3. Any Trustee firm appointed under the Agreement must maintain an office located in California.
- 4. Firm must comply with the Darfur Contracting Act.

Failure to meet the minimum qualifications will cause your proposal to be considered unresponsive and the proposal will be disqualified.

#### C. PROPOSAL REQUIREMENTS AND INFORMATION

##### 1. Key Action Dates

All Proposers are advised of the following schedule and will be expected to adhere to the required dates and times. **Note:** Dates may be subject to change due to administrative processing.

Date	Action
September 21, 2016	RFP available to prospective firms
September 29, 2016	Written questions must be received by the CPCFA by <b>5:00 p.m.</b>
October 5, 2016	Answers to written questions distributed.

October 21, 2016	<u>Proposals are due</u> and must be received at the CPCFA office at P.O. Box 942809, Sacramento, California 95814 or Hand Delivered to 801 Capitol Mall, 2nd Floor, Sacramento, CA 95814 by <b>4:00 p.m.</b>
October 24-28, 2016	Evaluation and selection of firms by evaluation committee.
November 15, 2016	Post Notice of Intent to Award
January 1, 2017	Proposed Award Date (or upon DGS approval)

**2. Content of Proposal and Format**

This RFP, 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.

This section is intended for the firm to demonstrate its qualifications. Information provided will be used in the evaluation process as outlined on Pages 15 and 16 of this Request for Proposals. The proposals must be organized in the format shown below and contain all of the information listed.

a. Table of Contents

b. Executive Summary - Summarize the highlights of the proposal and address areas for the types of services required.

c. Qualifications and Experience of the Trustee Firm

i. Firm Qualifications and Trustee firm Experiences - Describe your firm's qualifications and experience in providing Trustee services for other Capital Access Programs or Loan Loss Reserve Accounts, if any, and similar type of programs. Include the locations of Trustee firm offices and a discussion of any unique strengths possessed by your firm. Include the name, title and telephone number of a contact for the firm.

Provide a listing of other state or local governments for which the firm has acted, or is currently acting, as Trustee firm, the length of time, the nature of services provided, and a contact person with address and telephone number. Include the information such as the name of the client firm, contact person, address and telephone number, and a description of the services performed.

ii. Personnel Experience and Qualification - Include an organizational chart showing functions, positions, and titles of professionals in the organization, including any subcontractor firm. Identify the role of each staff member who will serve in the contract, his/her title, and the percentage of the total firm effort that shall be provided by that individual.

Complete Attachment 6 regarding the key personnel (include partners and associates) who will be directly involved in providing the services required by this contract. Provide a brief description of the background and experience of each individual, including years and type of experience with other Capital Access Programs or Loan Loss Reserve Accounts, if any, and similar type of programs. Provide detailed resumes for individuals who will be directly involved in providing the services under the Agreement, including any proposed sub trustee firms and their employees.

d. References - Submit a list of at least three references (Clients) to which the firm has provided similar trustee services within the past five years and contact number for each

e. Flow Chart - Include a flow chart demonstrating the firm's understanding of establishing the CPCFA Program Accounts, Independent Contributor Accounts, and PFI's Loss Reserve Accounts. Demonstrate the following:

i. Establishing a new PFI Loss Reserve Account

ii. Funding from a Program Account

- iii. Funding from an Independent Contributor Account
- iv. Payment of a claim reimbursement
- v. Payment of subsidy
- f. Conflicts of Interest - Firms must disclose any business relationships which may be construed to be potential conflicts of interest. The CPCFA may request interviews of firms for the purpose of clarifying any situations that could be construed to be a conflict of interest, and has the sole and exclusive authority to disqualify a firm if the CPCFA determines a conflict exists.
- g. Legal Actions - Within the past 24 months, has the firm or any of its principals been involved in any litigation, arbitration, disciplinary or other official actions arising from the firm's business.
- h. Investment of Public Funds - Please identify any known restrictions and/or limitations the firm may have regarding the investment of public funds. Describe the firm's knowledge of the State's requirements for investment of public funds.
- i. Sample Cost Proposal - The Sample Cost Proposal must be provided in association with the establishment of Program Accounts, Loss Reserve Accounts, Independent Contributor Accounts, trust administration/annual fee, loan enrollments/claims disbursement fees, and outline of other reimbursable expenses, if applicable. The Sample Cost Proposal should provide costs based on the following approximate criteria.
  - i. 9,000 Loan Enrollments the first year and approximately 35% increase annually over the next two years.
  - ii. 250 Claims processed per year.
  - iii. 25 subsidy payments.
  - iv. The establishment of 50 new Loss Reserve Accounts, in addition to the established trust and approximately 35% increase annually.

Scenario (the scenario below is only given for purposes of evaluating the fees portion of your proposal. Actual transaction volume under the Agreement may vary considerably depending on the demand for the Program(s); however, proposals submitted with fee schedules not in compliance with these requirements shall be rejected):

- i. Establish 75 initial Participating Financial Institutions Loss Reserve Accounts, with the addition of 20 Loss Reserve Accounts in the first year;
- ii. 750 Qualified Loan enrollments per month the first year, increasing to 1000 per month thereafter.
- iii. 250 charge-off claims processed annually.
- iv. 25 subsidies processed annually.

Considering the Program volume estimates above in the scenario, please provide your firm's fee schedule for the tasks listed in (i) – (v) below:

- i. Establishment and maintenance of the Program Account, Cost Accounts, Independent Contributor Accounts, and Interest Sweep Accounts.
- ii. Establishment and maintenance of a Loss Reserve Account(s) for each PFI.
- iii. Loan enrollments and claim payments.
- iv. Annual fee for trust administration; and

- v. Outline of other reimbursable expenses, if applicable.

The Sample Cost Proposal (Attachment 7) shall be the basis for the fees portion of the evaluation and selection process. The scenario is only given for purposes of evaluating the fees portion of your proposal. Actual transaction volume under the Agreement may vary considerably depending upon the demand for the financing programs.

Proposals submitted with fee schedules not in compliance with these requirements shall be rejected.

The formula below will be used for the award of cost points:

Lowest Proposer's Costs = (factor) X maximum cost points = cost points for other proposer(s).

Factor =  $\frac{\text{Lowest Cost Proposer} / \text{Other Proposer's Cost}}{\text{Other Proposer's Cost}}$

**EXAMPLE:** Lowest cost proposal = \$75,000

Other Proposal = \$100,000

30 cost points available

(Lowest Proposer's Cost) \$75,000 =  $\frac{1}{4} \times 30 = 22.5$  cost points awarded to Other Proposal (\$100,000 proposal).

j. Required Attachments

For your proposal to be considered responsive, all required Attachments 1 through 11 (if applicable), must be completed and included with the proposal by dates and times shown in Section C, Proposal Requirements and Information, Item 1, Key Action Dates.

**3. Submission of Proposal**

- a. Proposals should provide straightforward and concise descriptions of the firm's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies, or misstatements may be cause for rejection of a proposal.
- b. The proposal package should be prepared in the least expensive method.
- c. All proposals must be submitted under sealed cover and sent to the CPCFA by dates and times shown in Section C, Proposal Requirements and Information, Item 1) Key Action Dates. Proposals received after this date and time will not be considered.
- d. **A minimum of one original and six (6) copies of the proposal must be submitted.**
- e. The original proposal must be marked "**ORIGINAL COPY**." All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the firm. All additional proposal sets may contain photocopies of the original package.
- f. The proposal envelopes must be plainly marked with the RFP number and title, the firm name and address, and must be marked with "**DO NOT OPEN**", as shown in the following example:

Subject – Request for Proposals – "Trustee Services"

RFP No. CPCFA06-16

California Pollution Control Financing Authority

Attn: Tajinder Kaur

P.O. Box 942809

Sacramento, CA 95814

(916) 651-0111



Or Hand Deliver to:

Tajinder Kaur  
801 Capital Mall, 2<sup>nd</sup> Floor  
Sacramento, CA 95814  
(916) 651-0111

**DO NOT OPEN**

- g. If the proposal is made under a fictitious name or business title, the actual legal name of firm must be provided. Proposals not submitted under sealed cover and marked as indicated may be rejected. **Mail or deliver the proposals to the address indicated** above.
- h. All proposals shall include the documents identified in Section E, Required Attachments Checklist. Proposals not including the proper "required attachments" shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.
- i. Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
- j. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The CPCFA may reject any or all proposals and may waive any immaterial deviation in a proposal. The CPCFA's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the proposer from full compliance with all requirements if awarded the agreement.
- k. Costs for developing proposals and in anticipation of award of the agreement are entirely the responsibility of the proposer and shall not be charged to the CPCFA, or the State of California.
- l. An individual who is authorized to bind the proposing firm contractually shall sign Attachment 2, Proposal/Proposer Certification Sheet. The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
- m. A firm may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline as set forth in the Key Action Dates, Section C, Item 1) Key Action Dates. The submission of a new proposal must comply with requirements of this section. Proposal modifications offered in any other manner, oral or written, will not be considered.
- n. A firm may withdraw its proposal by submitting a written withdrawal request to the CPCFA, signed by the proposer or an authorized agent in accordance with i) above. A firm may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
- o. The CPCFA may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.
- p. The CPCFA reserves the right to reject all proposals. The agency is not required to award an agreement.
- q. Before submitting a response to this solicitation, firms should review, correct all errors, and confirm compliance with the RFP requirements.
- r. Where applicable, the firm should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.

- s. More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered.
- t. **The CPCFA will not accept alternate contract language from the firm. A proposal with such language will be considered a counter proposal and will be rejected. The General Terms and Conditions (GTC) are not negotiable.**
- u. No oral understanding or agreement shall be binding on either party.
- v. Conflict of Interest: the bidder/Trustee firm needs to be aware of the provisions regarding current or former state employees. If a Trustee firm has any questions on the status of any person rendering services or involved with the Agreement, the CPCFA must be contacted immediately for clarification (See Attachment 5, Contractor's Certification Clauses (CCC-307)).

**4. Evaluation Process**

- a. All proposals will be reviewed by an evaluation committee. At the time of proposal opening, each proposal will be checked for the presence or absence of required information in conformance with the submission requirements of this RFP. The absence of required information will cause a proposal to be deemed unresponsive and may result in the proposal's disqualification.
- b. Proposals that contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the proposer, may be rejected.
- c. Award, if made, will be to the highest scored responsible proposal.
- d. Proposals that meet the Minimum Qualifications in Section B, and the Proposals Requirements in Section C, Items 1-3, will be evaluated and scored according to the criteria indicated below. A minimum of 75 points must be achieved to be considered responsive (a responsive proposal is one which meets or exceeds the requirements stated in this RFP). The selection will be made by an evaluation committee on the basis of the following weighted factors. (Maximum points available for each criterion are noted.)

Rating/Scoring Criteria	Maximum Possible Points
1. <u>Qualifications and Experience of the Trustee Firm:</u> The CPCFA will evaluate the firm's overall experience demonstrating its ability to successfully complete the Scope of Services as described in Section A, including Trustee depository experience.	30 Points
2. <u>Qualifications of Key Personnel:</u> The CPCFA will evaluate the individuals to be assigned to the contract on the basis of background and experience in related work including experience with other trustee programs and similar type of programs.	20 Points
3. <u>Flow Chart:</u> The CPCFA will evaluate the firm's understanding of the CPCFA Program Funds, Independent Contributor Transactions, and Loss Reserve Accounts setup of a PFI, and the relationship of the Trustee firm's role in the CPCFA's financing programs. The CPCFA will review and evaluate the Model Flowchart submitted by the firm, illustrating establishing a new PFI Loss Reserve Account, funding from a Program Account, funding from an Independent Contributor Account, and payment of a claim reimbursement or subsidy.	10 Points

4. <u>Trustee Firm's Reporting Requirements</u> : The CPCFA will evaluate the Trustee firm's ability to demonstrate it can provide the above-described reporting and monitoring activities of the accounts.	10 Points
5. <u>Fees</u> : The CPCFA will evaluate the actual fees proposed including the cost detail.	30 Points
<b>Maximum Total Possible Points</b>	<b>100 Points</b>

**5. Award and Protest**

- a. Notice of the proposed award shall be posted in a public place in the office of the CPCFA, 801 Capitol Mall, 2<sup>nd</sup> Floor Sacramento, CA 95814, and on the following Internet site: <http://www.treasurer.ca.gov/cpcfa/index.asp> for five working days prior to awarding the agreement.
- b. If any proposer, prior to the award of agreement, files a protest with the CPCFA and the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605, on the grounds that the (protesting) proposer would have been awarded the contract had the agency correctly applied the evaluation standard in the RFP, or if the agency followed the evaluation and scoring methods in the RFP, the agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter. It is suggested that the firm submit any protest by certified or registered mail.
- c. Within five (5) days after filing the initial protest, the protesting proposer shall file with the Department of General Services, Office of Legal Services and the CPCFA a detailed statement specifying the grounds for the protest.
- d. Upon resolution of the protest and award of the agreement, the firm must complete and submit to the CPCFA the Payee Data Record (STD 204), to determine if the firm is subject to state income tax withholding pursuant to California Revenue and Taxation Code Sections 202016662 and 26131. This form can be found on the Internet at [www.osp.dgs.ca.gov](http://www.osp.dgs.ca.gov) under the heading FORMS MANAGEMENT CENTER. No payment shall be made unless a completed STD 204 has been returned to the CPCFA.
- e. Upon resolution of the protest and award of the agreement, the firm must sign and submit to the CPCFA, *Page One* of the Contractor Certification Clauses (CCC), which can be found on the Internet at [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language).

**6. Disposition of Proposals**

- a. Upon proposal opening, all documents submitted in response to this RFP will become the property of the CPCFA and the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.
- b. Proposal packages may be returned only at the firm's expense, unless such expense is waived by the CPCFA.

**7. Agreement Execution and Performance**

- a. Performance shall start on the express date set by the CPCFA and the selected firm, after all approvals have been obtained and the agreement is fully executed. Should the firm fail to commence work at the agreed upon time, the CPCFA, upon five (5) days written notice to the firm, reserves the right to terminate the agreement. In addition, the firm shall be liable to the CPCFA for the difference between the firm's proposal price and the actual cost of performing work by another contractor.
- b. All performance under the agreement shall be completed on or before the termination date of the agreement.

## D. PREFERENCE AND INCENTIVE PROGRAMS

### 1. Small Business or Microbusiness Preference

A five percent (5%) preference will be applied to certified small business firms submitting proposals. To obtain the preference, firms must be certified as a small business at the time the bid is submitted. The firm MUST include an updated copy of its Small Business Certificate to obtain the preference. The 5% preference is issued only for computation purposes to arrive at the successful firms and does not alter the amounts of the actual bids. Once each bid has been scored, if the highest responsible firm is not a certified small business or microbusiness, 5% of the highest scoring bid is added to the total "earned" points for each bid submitted by a certified small business. These final numbers, with the 5% included, are then used to determine the highest scoring bid.

Questions regarding the small business certification or preference approval should be directed to the Office of Small Business & DVBE Services (OSDS) at (916) 375-4940, or information can be found at: <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>

### 2. Non-Small Business Preference

A five percent (5%) bid preference is available to a non-small business claiming twenty-five percent (25%) California certified small business subcontractor participation. If claiming the non-small business subcontractor preference, the bid response must include a list of the small business (es) with which the firm commits to subcontract in an amount of at least 25% of the net bid price with one or more California certified small businesses. Each listed certified small business must perform a "commercially useful function" in the performance of the contract as defined in Government Code Section 14837(d)(4).

The required list of California certified small business subcontractors must be attached to the bid response and must include the following: 1) subcontractor name, 2) address, 3) phone number, 4) a description of the work to be performed and/or products supplied; and 5) the dollar amount or percentage of the net bid price (as specified in the solicitation) per subcontractor.

Firms claiming the 5% preference must commit to subcontract at least 25% of the net bid price with one or more California certified small businesses. Completed certification applications and required support documents must be submitted to the OSDS no later than 5:00 p.m. on the bid due date, and the OSDS must be able to approve the application as submitted. Questions regarding certification should be directed to the OSDS at (916) 375-4940.

The preference to a non-small business firm that commits to small business or microbusiness subcontractor participation of 25% of its net bid price shall be 5% of either the lowest, responsive, responsible firm's price or the highest responsive, responsible firm's total score. A non-small business, which qualifies for this preference, may not take an award away from a certified small business.

Questions regarding the non-small business bid preference should be directed to the Office of Small Business & DVBE Services (OSDS) at (916) 375-4940, or information can be found at: <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>

## E. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)

1. **This solicitation DOES NOT include a minimum DVBE participation requirement. DVBE participation is not required in the bid or proposal. However, DVBE incentive will be applied as provided in Attachment 9.**

DVBE INCENTIVE: The CPCFA will apply a DVBE incentive for responsive bids or proposals from responsible bidders that propose DVBE. The DVBE incentive will vary in relation to the percentage of confirmed DVBE participation (up to five percentage (5%)).

## **F. REQUIRED ATTACHMENTS**

### **1. Required Attachments Check List (*Attachment 1*)**

For the proposal to be considered responsive, all required attachments listed on **Attachment 1** must be included with the RFP by dates and times shown in Section C, Proposal Requirements and Information, Item 1, Key Action Dates.

**ATTACHMENT 1**

**REQUIRED ATTACHMENT CHECKLIST**

A complete proposal will contain the items identified below, Attachments 1-9. (Attachments 10 and 11 are optional.)

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

**REQUIRED ATTACHMENTS**

<u>Attachment</u>		<u>Attachment Name/Description</u>
Attachment	1	Required attachment Check List
Attachment	2	Proposal/Proposer Certification Sheet
Attachment	3	Proposer References
Attachment	4	Payee Data Record (STD 204)
Attachment	5	Contractor Certification Clauses (CCC-307)
Attachment	6	Key Personnel and Experience
Attachment	7	Sample Cost Proposal Worksheet
Attachment	8	Darfur Contract Act
Attachment	9	DVBE Program Requirements (GSPD-05-105, STD 843)
		<b>DVBE participation is not required for this solicitation; however, a DVBE incentive will be applied as provided in Attachment 9.</b>

**OPTIONAL ATTACHMENTS – STATE OF CALIFORNIA PREFERENCE PROGRAM INCENTIVES**

Information is included for the following optional incentive programs. Bidders are encouraged to make use of any incentives that apply.

Attachment	10	Small Business or Microbusiness Preferences
Attachment	11	Non-Small Business Preferences

**ATTACHMENT 2**

**PROPOSAL/PROPOSER CERTIFICATION SHEET**

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

**Do not return Section C, Proposal Requirements and Information (pages 4 through 9) nor the "Sample Agreement" at the end of this RFP.**

- A. Place all required attachments behind this certification sheet.
- B. The signature affixed hereon and dated certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.

**An unsigned Proposal/Proposer Certification Sheet May be Cause for Rejection**

1. Company Name	2. Telephone Number ( ) -	2 a. Fax Number ( ) -
3. Address		
Indicate your organizational type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Proposer's Name (Print)	11. Title	
12. Signature	13. Date	
14. Are you certified with the Department of General Services, Office of Small Business and Disabled Veteran Business Enterprise (OSDS) as:		
a. California Small Business Yes <input type="checkbox"/> No <input type="checkbox"/>	b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/>	
If yes, enter certification number: _____	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.		

**Completion Instructions for Proposal/Proposer Certification Sheet**

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

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



**ATTACHMENT 3**

**PROPOSER REFERENCES**

Submission of this attachment is mandatory. Failure to complete and return this attachment with your proposal will cause your proposal to be rejected and deemed nonresponsive.

List below three references for services performed within the last five years, which are similar to the scope of work to be performed in this contract. If three references cannot be provided, please explain why on an attached sheet of paper.

<b>REFERENCE 1</b>			
Name of Firm			
Street Address			
City	State	Zip	
Contact Person	Telephone No.		
Dates of Service	Value or Cost of Service		
Brief Description of Service Provided			
<b>REFERENCE 2</b>			
Name of Firm			
Street Address			
City	State	Zip	
Contact Person	Telephone No.		
Dates of Service	Value or Cost of Service		
Brief Description of Service Provided			
<b>REFERENCE 3</b>			
Name of Firm			
Street Address			
City	State	Zip	
Contact Person	Telephone No.		
Dates of Service	Value or Cost of Service		
Brief Description of Service Provided			

**ATTACHMENT 4**

**PAYEE DATA RECORD – STD 204**

This form can be obtained at the following web address, or may be photocopied from the following page.

<http://www.dir.ca.gov/das/program/std204.pdf>.

**ATTACHMENT 5**

**CONTRACTOR CERTIFICATION CLAUSES (CCC-307)**

**CERTIFICATION**

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

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

**CONTRACTOR CERTIFICATION CLAUSES**

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

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

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

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

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

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

- 1) receive a copy of the company's drug-free workplace policy statement; and,
  - 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](http://www.dir.ca.gov), and Public Contract Code Section 6108.

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

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

## **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

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

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

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

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

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

ATTACHMENT 6

**KEY PERSONNEL & EXPERIENCE**

<b>Name of Firm:</b>	
<b>Identify Key personnel (include partners, associates, etc.) who will be directly involved in providing the services</b>	
<b>Name:</b>	<b>Percent of Effort %</b>
<b>Title:</b>	<b>Office Location:</b>
<b>Phone Number:</b>	<b>Email:</b>
<b>Role:</b>	
<b>How Long in Current Position?</b>	<b>How Long Employed in Current Firm?</b>
<b>Experience</b>	

<b>Name of Firm:</b>	
<b>Identify Key personnel (include partners, associates, etc.) who will be directly involved in providing the services</b>	
<b>Name:</b>	<b>Percent of Effort %</b>
<b>Title:</b>	<b>Office Location:</b>
<b>Phone Number:</b>	<b>Email:</b>
<b>Role:</b>	
<b>How Long in Current Position?</b>	<b>How Long Employed in Current Firm?</b>
<b>Experience</b>	

[Include additional pages as needed](#)

**ATTACHMENT 7**

**SAMPLE COST PROPOSAL WORKSHEET**

Bid Date:	
Name of Firm:	
Certifying of Office:	
Signature:	
Phone Number:	

Please provide quotes for the following fees associated with the CalCAP. Assume that these fees are for the establishment of a Loss Reserve Account with one Participating Financial Institution. If necessary, indicate how your fee proposal would deviate as the volume of transactions increase. If a fee is not applicable, please enter "NA" to assure the Authority that it was not overlooked.

<b><u>Services Provided</u></b>	<b><u>Fees</u></b>
Establish the CPCFA Trust Administration/Semi-Annual Fee	
Requisition/Distribution Fee (check or wire)/per transaction	
<b>Annual Out-of-Pocket Expenses – including, but not limited to, reproduction, stationary, postage, telephone, and retention of records, Federal Express and outside messenger services, travel/or attend special meetings</b>	
Monthly Bank Summary/per participating Financing Institution	
Quarterly and/or Annual Bank Summary-Report	
Special Data Requests/per hour	
Establish 75 Initial PFI Loss Reserve Accounts. Along with an additional 20 Loss Reserve Accounts in the first year	
Process 750 Qualified Loan Enrollments monthly	
Process 250 Charge-off Claims Annually	
Process 75 Subsidy payments Annually	
Other Fees (Describe	



**ATTACHMENT 8**

**DARFUR CONTRACTING ACT CERTIFICATION**

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a “scrutinized” company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

<i>Company/Vendor Name (Printed)</i>	<i>Federal ID Number</i>
<i>Printed Name and Title of Person Initialing (for Options 1 or 2)</i>	

1. \_\_\_\_\_  
 Initials                      We do not currently have, and have not had within the previous three years, business activities or other operations outside of the United States.
- OR**
2. \_\_\_\_\_  
 Initials                      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 (DGS) 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.
- OR**
3. \_\_\_\_\_  
 Initials  
 + certification below                      We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

**CERTIFICATION For # 3.**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

<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>

ATTACHMENT 9

**CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)  
PARTICIPATION GOAL PROGRAM INSTRUCTIONS**

**DVBE PARTICIPATION REQUIREMENT.** The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts is established in Public Contract Code (PCC) section 10115 et seq., Military and Veterans Code (MVC) section 999 et seq., and California Code of Regulations (CCR), title 2, section 1896.60 et seq. **This solicitation DOES NOT include a minimum DVBE participation requirement. DVBE participation is NOT required in the bid or proposal. However, a DVBE incentive will be applied as provided below.**

**DVBE INCENTIVE.** The State will apply a DVBE incentive for responsive bids or proposals (herein “bid” or “bids”) from responsible bidders that propose DVBE participation. The DVBE incentive will vary in relation to the percentage of confirmed DVBE participation. The following percentages shall apply.

Confirmed DVBE Participation of	DVBE Incentive
5% and above	5%
4% to 4.99% inclusive	4%
3% to 3.99% inclusive	3%
2% to 2.99% inclusive	2%
1% to 1.99% inclusive	1%

As applicable: (1) Awards based on low price – The DVBE incentive is applied by reducing the bid price by the amount of DVBE incentive as computed from the lowest responsive bid price submitted by a responsible bidder. The DVBE incentive is for evaluation purposes only. Application of the DVBE incentive shall not displace an award to a small business with a non-small business.

(2) Awards based on high score – The DVBE incentive is a percentage of the total possible available points, not including points for socioeconomic incentives or preferences. The DVBE incentive points are included in the sum of non-cost points. The DVBE incentive points cannot be used to achieve any applicable minimum point requirements.

**DVBE PARTICIPATION COMMITMENT.** **Bidders seeking the DVBE incentive must submit a completed Bidder Declaration, GSPD-05-105, that demonstrates DVBE participation and qualification for a DVBE incentive.**

- **Bidder Declaration**, GSPD-05-105 (all bidders)  
(<http://www.documents.dgs.ca.gov/pd/poliproc/MASTER-BidDeclar08-09.pdf>)
- **DVBE Declarations**, STD.843 (5/2006) (DVBE-certified bidders)  
(<http://www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf>)

DVBE participation information submitted by the intended awardee will be verified by the State. If evidence of an alleged violation is found during the verification process, the State or the Department of General Services, Office of Small Business and DVBE Services (OSDS) shall initiate an investigation in accordance with PCC section 10115 et seq., MVC section 999 et seq., and CCR, title 2, section 1896.60 et seq. Contractors found to be in violation of certain provisions may be subject to loss of certification, contract termination, and/or other penalties.

**Only State of California OSDS certified DVBEs** that perform a commercially useful function relevant to this solicitation may be used for the DVBE incentive and to comply with the DVBE Participation Goal Program. Please see MVC section 999(b) and CCR, title 2, section 1896.62(1) regarding the performance of a commercially useful function. Bidders are to verify each DVBE subcontractor’s certification with OSDS to ensure DVBE eligibility. Bidders cannot demonstrate DVBE incentive eligibility and DVBE Participation Goal Program compliance by performing a good faith effort.

At the State's option prior to contract award, written confirmation from each DVBE subcontractor identified on the Bidder Declaration, GSPD-05-105, must be provided. As directed by the State, the written confirmation must be signed by the bidder and/or the DVBE subcontractor(s). The written confirmation shall include information as may be requested by the State, such as DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE will perform required work, rate and conditions of payment, and total amount to be paid to the DVBE. The State may obtain any additional documentation or information to verify compliance.

## RESOURCES AND INFORMATION\*

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<b>U.S. Small Business Administration:</b> Central Contractor Registration on-line database <a href="http://www.ccr.gov">www.ccr.gov</a>	<b>FOR:</b> Service-Disabled Veteran-Owned Businesses in California
<b>Local Organizations:</b> DVBE local contacts <a href="http://www.pd.dgs.ca.gov/smbus">www.pd.dgs.ca.gov/smbus</a>	<b>FOR:</b> List of Potential DVBE Subcontractors
<b>Department of General Services, Procurement Division (DGS-PD) eProcurement:</b> Website: <a href="http://www.eprocure.dgs.ca.gov">www.eprocure.dgs.ca.gov</a> Phone: (916) 375-2000 Email: <a href="mailto:eprocure@dgs.ca.gov">eprocure@dgs.ca.gov</a>	<b>FOR:</b> <ul style="list-style-type: none"><li>• SB/DVBE Search</li><li>• CSCR Advertisements</li><li>• Training Modules</li></ul>
<b>DGS-PD Office of Small Business and DVBE Services (OSDS):</b> 707 Third Street, Room 1-400, West Sacramento, CA 95605 Website: <a href="http://www.pd.dgs.ca.gov/smbus">www.pd.dgs.ca.gov/smbus</a> OSDS Receptionist: (916) 375-4940 PD Receptionist: (800) 559-5529 Fax: (916) 375-4950 Email: <a href="mailto:osdchelp@dgs.ca.gov">osdchelp@dgs.ca.gov</a>	<b>FOR:</b> <ul style="list-style-type: none"><li>• Directory of OSDS Certified DVBEs</li><li>• Certification Applications</li><li>• Certification Information</li><li>• Certification Status, Concerns</li><li>• General DVBE Program Information</li><li>• DVBE Business Utilization Plan</li><li>• SB/DVBE Advocates</li><li>• Lists of Trade and Focus Publications</li></ul>

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### Commercially Useful Function Definition

Military and Veterans Code section 999(b)  
California Code of Regulations, title 2, section 1896.62(/)

\*Contact information and available resources may be subject to change by the respective administration, department, division, or office. DVBEs must be certified by OSDS.

**ATTACHMENT 10**

***(Optional)***

**SMALL BUSINESS OR MICROBUSINESS PREFERENCE *(Optional)***

Attach proof in claiming Small Business or Microbusiness Preference, if applicable

**Small Business or Microbusiness Preference** - [www.dgs.ca.gov/pd/Programs/OSDS/SBEligibilityBenefits.aspx](http://www.dgs.ca.gov/pd/Programs/OSDS/SBEligibilityBenefits.aspx)

A five percent (5%) preference will be applied to certified small business firms submitting proposals. To obtain the preference, firms must be certified as a small business at the time the bid is submitted. **The firm MUST include an updated copy of its Small Business Certificate to obtain the preference.** The 5% preference is issued only for computation purposes to arrive at the successful firms and does not alter the amounts of the actual bids. Once each bid has been scored, if the highest responsible firm is not a certified small business or microbusiness, 5% of the highest scoring bid is added to the total “earned” points for each bid submitted by a certified small business. These final numbers, with the 5% included, are then used to determine the highest scoring bid.

Questions regarding the small business certification or preference approval should be directed to the Office of Small Business & DVBE Services (OSDS) at (916) 375-4940 or can be found at the website listed above.

**ATTACHMENT 11**

***(Optional)***

**NON-SMALL BUSINESS PREFERENCE *(Optional)***

Attach proof in claiming Non-Small Business Preference, if applicable

**Non-Small Business Preference** - [www.dgs.ca.gov/pd/Programs/OSDS/SBEligibilityBenefits.aspx](http://www.dgs.ca.gov/pd/Programs/OSDS/SBEligibilityBenefits.aspx)

A five percent (5%) bid preference is available to a non-small business claiming twenty-five percent (25%) California certified small business subcontractor participation. If claiming the non-small business subcontractor preference, the bid response must include a list of the small business(es) with which the firm commits to subcontract in an amount of at least 25% of the net bid price with one or more California certified small businesses. Each listed certified small business must perform a "commercially useful function" in the performance of the contract as defined in Government Code Section 14837(d)(4).

The required list of California certified small business subcontractors must be attached to the bid response and must include the following: 1) subcontractor name, 2) address, 3) phone number, 4) a description of the work to be performed and/or products supplied; and 5) the dollar amount or percentage of the net bid price (as specified in the solicitation) per subcontractor.

Firms claiming the 5% preference must commit to subcontract at least 25% of the net bid price with one or more California certified small businesses. **Completed certification applications and required support documents must be submitted to the OSDS no later than 5:00 p.m. on the bid due date, and the OSDS must be able to approve the application as submitted.** Questions regarding certification should be directed to the OSDS at (916) 375-4940.

The preference to a non-small business firm that commits to small business or microbusiness subcontractor participation of 25% of its net bid price shall be 5% of either the lowest, responsive, responsible firm's price or the highest responsive, responsible firm's total score. A non-small business, which qualifies for this preference, may not take an award away from a certified small business.

AGREEMENT NUMBER

**CPCFA06-16**

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

California Pollution Control Financing Authority

CONTRACTOR'S NAME

To Be Determined

2. The term of this Agreement is: January 1, 2017 through December 31, 2018

3. The maximum amount of this Agreement is: \$ 500,000.00  
 Five Hundred Thousand Dollars and Zero Cents

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

Exhibit A – Scope of Work 6 page(s)

Exhibit B – Budget Detail and Payment Provisions 6 page(s)

Exhibit C\* – General Terms and Conditions GTC 610

Check mark one item below as Exhibit D:

Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement) 7 page(s)

Exhibit - D\* Special Terms and Conditions

Exhibit E – Additional Provisions 1 page(s)

Sample A, Sample B-1, Sample B-2, Sample C, Sample D, Sample E-1, Sample E-2, Sample F-1, and Sample F-2

*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 [www.ols.dgs.ca.gov/Standard+Language](http://www.ols.dgs.ca.gov/Standard+Language)*

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

**CONTRACTOR**

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

To Be Determined

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

**California Department of General Services Use Only**

**STATE OF CALIFORNIA**

AGENCY NAME

California Pollution Control Financing Authority

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Reneé Webster-Hawkins, Executive Director

ADDRESS

801 Capitol Mall, 2<sup>nd</sup> Floor, Sacramento, CA 95814

Exempt per:

**EXHIBIT A**  
**(Standard Agreement)**

**1. SCOPE OF SERVICES**

Under the general direction of the Executive Director of the CPCFA, the Trustee firm agrees to provide services as described below:

- a. Establishing the CPCFA Program Accounts
  - i. The Trustee firm will establish, maintain and hold a separate fund designated as the California Capital Access Program Fund (the "Program Fund"). Upon establishment of the Program Fund, the CPCFA will deposit such funds as determined by the CPCFA. The moneys held in the Program Fund will, at all times, be the property of the CPCFA.
  - ii. The Trustee firm will establish, maintain and hold a separate fund designated as the California Capital Access State Fund (the "State Fund"). Upon establishment of the State Fund, the CPCFA will deposit such funds as determined by the CPCFA. The moneys held in the State Fund will, at all times, be the property of the CPCFA.
  - iii. The Trustee firm will establish, maintain and hold a separate fund designated as the California Capital Access Federal Fund (the "Federal Fund"). Upon establishment of the Federal Fund, the CPCFA will deposit such funds as determined by the CPCFA. The moneys held in the Federal Fund will, at all times, be the property of the CPCFA.
  - iv. The Trustee firm will establish, maintain and hold a separate fund designated as the California Americans with Disabilities Act Small Business Capital Access Program Fund (the "CalCAP/ADA Fund"). Upon establishment of the Program Fund, the CPCFA will deposit such funds as determined by the CPCFA. The moneys held in the Program Fund will, at all times, be the property of the CPCFA.
  - v. The Trustee firm will establish, maintain and hold a separate fund designated as the California Seismic Safety Capital Access Loan Program Fund (the "Seismic Safety Fund"). Upon establishment of the Program Fund, the CPCFA will deposit such funds as determined by the CPCFA. The moneys held in the Program Fund will, at all times, be the property of the CPCFA.
  - vi. The Trustee firm will further establish sub-accounts within the Program Fund, State Fund, Federal Fund, CalCAP/ADA Fund, EVCS Fund, and Seismic Safety Fund to be named, respectively, the "Program Cost Account," "State Cost Account," "Federal Cost Account," "ADA Cost Account," "ECVS Cost Account," "Seismic Safety Cost Account," and the CPCFA will initially fund these accounts from the Program Fund, State Fund, Federal Fund, CalCAP/ADA Fund, or Seismic Safety Fund in amounts as determined by the CPCFA. The CPCFA will make further deposits to either sub-account in the Program Fund, State Fund, Federal Fund, ADA Fund, and Seismic Safety Fund Accounts from time to time.
  - vii. The Trustee firm will establish an Annual Interest Sweep Account associated with each calendar year. At the direction of the CPCFA, interest from each PFI, Lender held and Trustee held accounts will be deposited in the Interest Sweep Account. The CPCFA will request funds from that account periodically.
  - viii. The Trustee firm will establish, maintain and hold a separate fund and related accounts for any additional designated Fund in the future upon instruction from the CPCFA.
  - ix. The Trustee firm will be authorized and directed by the CPCFA to use moneys in the Program Fund, State Fund, Federal Fund, CalCAP/ADA Fund, Seismic Safety Fund accounts, and future accounts **(Sample Form A)**. The Trustee firm may verify by telephone or email any further instructions needed.
  - x. Accounts will be interest-bearing demand accounts unless the trustee is directed to place funds in another type of account by the CPCFA. The moneys in the Program Fund, State Fund, Federal Fund, ADA Fund, Seismic Safety Fund, and future accounts will be held solely for the benefit of the CPCFA.

**EXHIBIT A**  
**(Standard Agreement)**

These accounts shall not have any required fees or costs to be paid by the Trustee firm. At such time as the CPCFA, in its discretion, determines to terminate its role in the CalCAP or other Independent Contributor program, or otherwise to cease making deposits to the Loss Reserve Accounts under the Trustee firm Agreement, any money remaining in the Program Fund, State Fund, Federal Fund, ADA Fund, Seismic Fund, or future accounts shall be returned to the CPCFA upon its written direction.

b. Establishing Independent Contributor Accounts and Other Program Accounts

The Trustee firm will further establish Independent Contributor accounts and other financing program accounts as directed by the CPCFA. The borrower, lender and the CPCFA, in some instances, are eligible to have the premiums paid by an Independent Contributor. The CPCFA currently utilizes three Independent Contributors, and is currently in negotiations to establish additional program accounts.

- i. The California Air Resources Board currently has one program, the On-Road Heavy-Duty Vehicle Air Quality Loan Program. The CPCFA is in discussion with ARB to establish other Programs.
- ii. The Department of Resources Recycling and Recovery (CalRecycle)-(successor of the California Integrated Waste Management Board) has one loss reserve program.
- iii. The California Energy Commission (CEC) currently has one program, the EVCS Financing Program.
- iv. Some of these fund accounts listed above required a "Program Account" and a sub-account called its Program name and "Cost Account." Some Independent Contributor accounts will require an additional account named "Interest Account."
- v. The CPCFA expects that more Independent Contributors will utilize its financing programs, necessitating additional accounts.
- vi. Accounts will be interest bearing demand accounts unless the trustee is directed to place funds in another type of account. These accounts shall not have any required fees or costs to be paid by the Trustee firm or the CPCFA.
- vii. At such time as the Authority, in its discretion, determines to terminate the Independent Contributor's role and accounts, or otherwise to cease making deposits to the Independent Contributor's Accounts under the Trustee firm Agreement, any money remaining in an Independent Contributor Account, or future accounts shall be returned to the CPCFA upon its written direction.

c. Establishing Participating Financial Institutions' Loss Reserve Accounts

- i. Loss Reserve Accounts will, in the CPCFA's sole determination, be held by either the PFI or by the Trustee firm. Some PFIs will hold their own Loss Reserve Account(s); however, if a particular PFI fails to meet certain requirements, the Trustee firm must hold that PFIs Loss Reserve Account(s). Similarly, for any PFI designated as a Community Development Financial Institution (CDFI), consortium, or other financial institution not designated as a federal or state-chartered bank, the accounts must be held by the Trustee firm.

Loss Reserve Accounts are used for the following purposes:

- To receive all premiums deposited by PFI(s), Borrowers, and/or Independent Contributors;
- To receive contributions deposited by the CPCFA and/or Independent Contributors;
- To pay claims in accordance with Section 8074 of the CalCAP Regulations and other program rules and regulations;
- To pay subsidies in accordance with program rules/guidelines;
- To collect recovered funds from previously paid claims; and
- To collect fees from PFIs.



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Established accounts held at the current Trustee firm will be transferred to the new Trustee firm after a contract has been executed as part of establishing the trust. There are currently 81 PFI accounts, 22 Program accounts, 12 Independent Contributor Accounts, 42 PFI loan-specific CSP Loss Reserve Accounts and 10 PFI EVCS Loss Reserve Accounts. The expectation is to enroll new PFIs and double the number within the next two (2) years. Upon written direction from the CPCFA, the Trustee firm will establish and maintain, and hold one or more separate accounts to be designated as the PFI's Loss Reserve (**Sample Form B-1 and Sample Form B-2**) and loan specific Loss Reserve Accounts for CSP.

- ii. The Trustee firm will be authorized to transfer moneys from the Program Account into such accounts held by PFIs upon instructions from the CPCFA. The Trustee firm may verify by telephone any instructions received from the CPCFA by fax or email.
  - iii. Accounts will be an interest-bearing demand account unless the Trustee is directed to place funds in another type of account. Loss Reserve Accounts shall be insured by the Federal Deposit Insurance Corporation (FDIC), or the Securities Investor Protection Corporation, as appropriate, to the extent permitted by law and shall not have any required fees or costs to be paid by the Trustee firm or the CPCFA. Upon the written direction of the CPCFA to the Trustee, the moneys in the Loss Reserve Accounts held by the Trustee firm will be invested by the Trustee firm in any investment permitted by Government Code Section 16430.
  - iv. The moneys in each PFI's Loss Reserve Account held by the Trustee firm will be the property of the CPCFA, but held for the benefit of the PFI in whose name the account was created.
  - v. All moneys in a Loss Reserve Account are property of the CPCFA. Upon withdrawal from the Program, a PFI may have the right to receive a portion of the remaining balance in the Loss Reserve Account as instructed by the CPCFA.
- d. Maintenance of Funds and Accounts
- i. The Trustee firm will maintain and monitor Loss Reserve Accounts that are held at the Trustee, perform various account related activities, and provide recordkeeping information on all transactions including non-Trustee held accounts to the CPCFA. For those Loss Reserve Accounts maintained at the Trustee firm, the Trustee firm will also provide corresponding monthly statements to the CPCFA and the appropriate PFIs.
  - ii. The CPCFA may provide written direction to the Trustee firm to remit any moneys in the Program or Cost Accounts to the CPCFA (**Sample Form C**).
  - iii. For PFI Loss Reserve Accounts which are held at the Trustee firm, the Trustee firm will be authorized to receive fees or premiums from the PFI and deposit them into the PFI's corresponding Loss Reserve Account.
  - iv. The Trustee firm will be authorized and directed by the CPCFA to distribute funds from one of the Program Accounts to a PFI's corresponding Loss Reserve Account regardless of whether the Loss Reserve Account is held locally or at the Trustee firm. This direction to distribute funds from the Program Account will be in writing, typically in the form of a Loan Enrollment Funding Instruction, signed by the CPCFA Executive Director or other designated authorized signer (**Sample Form D**).
  - v. Upon written instruction from the CPCFA, typically in the form of approved Claim Reimbursement Instructions (**Sample Form E-1 and Sample Form E-2**), the Trustee firm will withdraw funds from the corresponding PFI's Loss Reserve Account (when held at the Trustee firm) and remit the funds to the PFI, by check or wire, in accordance with Section 8074 of the regulations or other program rules/guidelines.

**EXHIBIT A**  
**(Standard Agreement)**

- vi. Upon written instruction from the CPCFA, in the form of Authorization of Rebate Payment (**Sample Form F-1** and **Sample Form F-2**), the Trustee will withdraw funds from the corresponding PFI's Loss Reserve Account (when held at the Trustee firm) and remit funds to program borrowers, by check or wire, in accordance with program rules/guidelines. This is for the EVCS financing program. Request funds are on the web.
  - vii. The moneys deposited in a Loss Reserve Account, whether held by the PFI or at the Trustee firm, are the property of the CPCFA, and held for the benefit of the PFI to which it corresponds. Upon withdrawal from the Program, a PFI has the right to receive a portion of the remaining balance in its corresponding Loss Reserve Account(s) in accordance with Program regulations.
  - viii. At such time as the CPCFA, in its discretion, determines to terminate its role in its financing programs or otherwise to cease making deposits to the Program Funds, any money remaining in the Program Funds and Loss Reserve Accounts shall be returned to the CPCFA upon its written direction.
  - ix. The Trustee firm will meet, as needed, with the CPCFA and its staff at a location to be determined by the CPCFA staff.
  - x. In all respects, the Trustee firm will represent the best interests of the CPCFA and the State of California in all transactions and proceedings.
- e. Reporting and Other Requirements
- i. By the 10<sup>th</sup> of each month, the Trustee firm will provide all monthly bank statements to the Authority for each account it maintains at the Trustee firm in association with the identified programs and provide a copy of the individual PFI's monthly bank statement to that PFI. These statements will include the account balance and interest earned, as well as all transaction activities associated with each account during the period, and any changes related to the accounts.
  - ii. Through the collection of data contained on the Authority's various written instructions described above, the Trustee firm will provide monthly ongoing history reports by date of transaction, which includes the following:
    - The names of any PFIs that joined or withdrew from the Program.
    - The number of loans booked for the month.
    - The corresponding total the CPCFA contributions for the month to each PFI.
    - The cumulative amount of total contributions made by the CPCFA to each PFI.
    - The overall total loans made to date annually.
    - A summary page containing each of the aforementioned areas on a combined PFI basis (1) for the month and (2) annually.
  - iii. Through the collection of data contained on the written loan enrollment instructions, whether they are trustee or non-trustee held Lenders, the Trustee firm will provide, on a monthly basis (by the 10<sup>th</sup> of each month), the following Data Query for loan enrollments that include:
    - The name of the PFI
    - The borrower's name
    - The date the loan funded
    - The date the loan will mature or 120 months from the date the loan was funded, whichever is sooner.
    - The loan number
    - The Lender loan number
    - The contribution amount
    - The funding source account number

**EXHIBIT A  
(Standard Agreement)**

- iv. Through the collection of data contained on the Claim Reimbursement written instructions, whether they are trustee or non-trustee held Lenders, the Trustee firm will provide, on a monthly basis (by the 10<sup>th</sup> of each month), the following Data Query for claims that includes:
  - The name of the PFI
  - The borrower's name
  - The Loan Number
  - The date the claim was paid
  - The amount of claim paid
  
- v. Through the collection of data contained on the written loan enrollment instructions, whether they are trustee or non-trustee held Lenders for the EVCS financing program, the Trustee firm will provide the following Data Query for loan enrollments when loan terms reach the 48<sup>th</sup> month:
  - The name of the PFI
  - The borrower's name
  - The date the loan funded
  - The loan number
  - The Loan Contribution Amount
  
- vi. Through the collection of data contained on the Subsidy written instructions, whether they are trustee or non-trustee held Lenders, the Trustee firm will provide, on a monthly basis, the following Data Query for subsidies paid that include:
  - The name of the PFI
  - The borrower's name
  - The Loan Number
  - The date the subsidy was paid
  - The amount of subsidy paid
  
- vii. The Trustee will provide designated the CPCFA staff with on demand electronic viewing access to all trustee held the CPCFA Program, Independent Contributor, and PFI accounts.
  
- viii. The Trustee will provide additional information the CPCFA is contractually required to provide related to the CPCFA's administration of current or future programs (such as: additional reporting requirements as requested by the Federal government or Independent Contributions).
  
- ix. The Trustee firm will perform other duties or activities as may be specifically requested in writing by the CPCFA in connection with the Program, including acting as the CPCFA's Trustee firm in contacts and/or assisting a PFI on establishing Loss Reserve Accounts held at the PFI.

**2. Term of Agreement**

The term of the agreement will be for a two-year period with the option for the CPCFA to extend one additional year, with a not to exceed amount of \$500,000.00; and with a 30 day-cancellation clause by either party. The effective date of this agreement is either the start date or the approval date by the Department of General Services whichever is later. No work shall commence until the effective date.

**3. PROJECT REPRESENTATIVES**

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

State Agency: California Pollution Control Financing Authority (CPCFA)	Contractor:  To Be Determined
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**EXHIBIT A  
(Standard Agreement)**

Name: Tajinder Kaur	Name:
Office 801 Capitol Mall, 2 <sup>nd</sup> Floor Location: Sacramento, California 95814	Address:
Mailing P.O. Box 942809 Address: Sacramento, CA 94209	
Phone: (916) 651-0111	Phone:
Fax: (916) 657-4821	Fax:
Email: <a href="mailto:tkaur@treasurer.ca.gov">tkaur@treasurer.ca.gov</a>	Email:

Direct all inquiries to:

State Agency: California Pollution Control Financing Authority (CPCFA)	Contractor: To Be Determined
Attention Patricia Crowson, TPM II	Attention:
Office 801 Capitol Mall, 2 <sup>nd</sup> Floor Location: Sacramento, California 95814	Address:
Mailing P.O. Box 942809 Address: Sacramento, CA 94209	
Phone: (916) 654-5821	Phone:
Fax: (916) 657-4821	Fax:
Email: <a href="mailto:pcrowson@treasurer.ca.gov">pcrowson@treasurer.ca.gov</a>	Email:

**EXHIBIT B  
(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

1. **Invoicing and Payment**

- a. For services satisfactorily rendered, and upon receipt and approval of the invoices, in consideration of the services described in Exhibit A, Scope of Trustee Services, the California Pollution Control Financing Authority (CPCFA) agrees to pay the Contractor in arrears based on the following services:
- i. CPCFA Semi-Annual Trust Administration Fee
  - ii. Processing Loan Enrollments
  - iii. Processing and mailing Borrower's Subsidies
  - iv. Processing Claims
  - v. Processing Subsidy Payments
  - vi. Loan Loss Reserve Accounts Establishment
  - vii. New Participating Financial Institutions Loss Reserve Account Establishment
  - viii. New Program Account Establishment
  - ix. New Independent Contributor Account Establishment
  - x. Monthly Bank Summary/Per Participating Financial Institution
  - xi. Annual Bank Summary-Report
  - xii. Special Data Requests/Per Hour
  - xiii. Annual Out-of-Pocket Expenses – including, but not limited to, reproduction, stationery, postage, telephone, retention of records, Federal Express and outside messenger services, travel/or attend special meetings.
- b. Invoices shall be provided to CPCFA **semi-annually** and shall include Agreement Number CPCFA06-16, the specific date (month, day and year) covered by the invoice, send to:

Mailing Address:

Reneé Webster-Hawkins, Executive Director  
California Pollution Control Financing Authority  
P.O. Box 942809  
Sacramento, California 95814

Office Location:

Reneé Webster-Hawkins  
California Pollution Control Financing Authority  
801 Capitol Mall, 2<sup>nd</sup> Floor  
Sacramento, CA 95814

- c. The maximum amount of compensation to Contractor under this Agreement shall not exceed **\$500,000.00, including any applicable sales tax**, for the entire term of this Agreement.

2. **Budget Contingency Clause**

- a. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. **Prompt Payment Clause**

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

SAMPLE

**EXHIBIT B  
(Standard Agreement)**

**SAMPLE BILLING  
(Contractor Firm's Letterhead)**

Mailing Address:  
The California Pollution Control Financing Authority (CPCFA)  
Attn: Reneé Webster-Hawkins, Executive Director  
P.O. Box 942809  
Sacramento, CA 94209

Office Location:  
The California Pollution Control Financing Authority (CPCFA)  
Attn: Reneé Webster-Hawkins, Executive Director  
801 Capital Mall, 2<sup>nd</sup> Floor  
Sacramento, CA 95814

Agreement No: **CPCFA06-16**

Fees and expenses for Trustee services in connection with the CalCAP Program.

Name of Transaction provided	Amount/per transaction @ \$.00	Total
Semi-Annual Trust Administration		\$.00
<b>Processing CalCAP State Funded Loan Enrollments</b> <i>Loan Enrollments – Month/Year</i> <b># of Loans</b> <i>Loan Enrollments – Month/Year</i> <b># of Loans</b> <i>Loan Enrollments – Month/Year</i> <b># of Loans</b> <i>Loan Enrollments – Month/Year</i> <b># of Loans</b> <i>Loan Enrollments – Month/Year</i> <b># of Loans</b> <i>Loan Enrollments – Month/Year</i> <b># of Loans</b> <b>Total – 6 Months</b> <b># of Loans</b>	\$.00	\$.00
<b>Processing CalCAP SSBCI Funded Loan Enrollments</b> <i>Loan Enrollments – Month/Year</i> <b># of Loans</b> <i>Loan Enrollments – Month/Year</i> <b># of Loans</b> <i>Loan Enrollments – Month/Year</i> <b># of Loans</b> <i>Loan Enrollments – Month/Year</i> <b># of Loans</b> <i>Loan Enrollments – Month/Year</i> <b># of Loans</b> <i>Loan Enrollments – Month/Year</i> <b># of Loans</b> <b>Total – 6 Months</b> <b># of Loans</b>	\$.00	\$.00
<b>Processing Collateral Support Funded Loan Enrollments</b> <i>Loan Enrollments – Month/Year</i> <b># of Loans</b> <i>Loan Enrollments – Month/Year</i> <b># of Loans</b> <i>Loan Enrollments – Month/Year</i> <b># of Loans</b> <i>Loan Enrollments – Month/Year</i> <b># of Loans</b> <i>Loan Enrollments – Month/Year</i> <b># of Loans</b> <i>Loan Enrollments – Month/Year</i> <b># of Loans</b> <b>Total – 6 Months</b> <b># of Loans</b>	\$.00	\$.00

<b>Processing CalCAP ARB Funded Loan Enrollments</b>			
<i>Loan Enrollments – Month/Year</i>	<i># of Loans</i>		
<i>Loan Enrollments – Month/Year</i>	<i># of Loans</i>		
<i>Loan Enrollments – Month/Year</i>	<i># of Loans</i>		
<i>Loan Enrollments – Month/Year</i>	<i># of Loans</i>		
<i>Loan Enrollments – Month/Year</i>	<i># of Loans</i>		
<b>Total – 6 Months</b>	<b># of Loans</b>	\$ .00	\$ .00
<b>Processing EVCS Funded Loan Enrollments</b>			
<i>Loan Enrollments – Month/Year</i>	<i># of Loans</i>		
<i>Loan Enrollments – Month/Year</i>	<i># of Loans</i>		
<i>Loan Enrollments – Month/Year</i>	<i># of Loans</i>		
<i>Loan Enrollments – Month/Year</i>	<i># of Loans</i>		
<i>Loan Enrollments – Month/Year</i>	<i># of Loans</i>		
<b>Total – 6 Months</b>	<b># of Loans</b>	\$ .00	\$ .00
<b>Processing ADA Funded Loan Enrollments</b>			
<i>Loan Enrollments – Month/Year</i>	<i># of Loans</i>		
<i>Loan Enrollments – Month/Year</i>	<i># of Loans</i>		
<i>Loan Enrollments – Month/Year</i>	<i># of Loans</i>		
<i>Loan Enrollments – Month/Year</i>	<i># of Loans</i>		
<i>Loan Enrollments – Month/Year</i>	<i># of Loans</i>		
<b>Total – 6 Months</b>	<b># of Loans</b>	\$ .00	\$ .00
<b>Processing Seismic Funded Loan Enrollments</b>			
<i>Loan Enrollments – Month/Year</i>	<i># of Loans</i>		
<i>Loan Enrollments – Month/Year</i>	<i># of Loans</i>		
<i>Loan Enrollments – Month/Year</i>	<i># of Loans</i>		
<i>Loan Enrollments – Month/Year</i>	<i># of Loans</i>		
<i>Loan Enrollments – Month/Year</i>	<i># of Loans</i>		
<b>Total – 6 Months</b>	<b># of Loans</b>	\$ .00	\$ .00
<b>Processing CalCAP State Funded Claims</b>			
<i>CalCAP Claims – Month/Year</i>	<i># of Claims</i>		
<i>CalCAP Claims – Month/Year</i>	<i># of Claims</i>		
<i>CalCAP Claims – Month/Year</i>	<i># of Claims</i>		
<i>CalCAP Claims – Month/Year</i>	<i># of Claims</i>		
<i>CalCAP Claims – Month/Year</i>	<i># of Claims</i>		
<b>Total – 6 Months</b>	<b># of Claims</b>	\$ .00	\$ .00
<b>Processing CalCAP SSBCI Funded Claims</b>			
<i>CalCAP Claims – Month/Year</i>	<i># of Claims</i>		
<i>CalCAP Claims – Month/Year</i>	<i># of Claims</i>	\$ .00	\$ .00
<i>CalCAP Claims – Month/Year</i>	<i># of Claims</i>		
<i>CalCAP Claims – Month/Year</i>	<i># of Claims</i>		
<i>CalCAP Claims – Month/Year</i>	<i># of Claims</i>		
<b>Total – 6 Months</b>	<b># of Claims</b>	\$ .00	\$ .00
<b>Processing Collateral Support Funded Claims</b>			
<i>CalCAP Claims – Month/Year</i>	<i># of Claims</i>		
<i>CalCAP Claims – Month/Year</i>	<i># of Claims</i>		
<i>CalCAP Claims – Month/Year</i>	<i># of Claims</i>	\$ .00	\$ .00
<i>CalCAP Claims – Month/Year</i>	<i># of Claims</i>		
<i>CalCAP Claims – Month/Year</i>	<i># of Claims</i>		
<b>Total – 6 Months</b>	<b># of Claims</b>	\$ .00	\$ .00



<b>Processing ARB Funded Claims</b>			
<i>CalCAP Claims – Month/Year</i>	<b># of Claims</b>		
<i>CalCAP Claims – Month/Year</i>	<b># of Claims</b>		
<i>CalCAP Claims – Month/Year</i>	<b># of Claims</b>		
<i>CalCAP Claims – Month/Year</i>	<b># of Claims</b>		
<i>CalCAP Claims – Month/Year</i>	<b># of Claims</b>	\$ .00	\$ .00
<i>CalCAP Claims – Month/Year</i>	<b># of Claims</b>		
<b>Total – 6 Months</b>	<b># of Claims</b>	\$ .00	
<b>Processing EVCS Funded Claims</b>			
<i>CalCAP Claims – Month/Year</i>	<b># of Claims</b>		
<i>CalCAP Claims – Month/Year</i>	<b># of Claims</b>		
<i>CalCAP Claims – Month/Year</i>	<b># of Claims</b>		
<i>CalCAP Claims – Month/Year</i>	<b># of Claims</b>		
<i>CalCAP Claims – Month/Year</i>	<b># of Claims</b>	\$ .00	\$ .00
<i>CalCAP Claims – Month/Year</i>	<b># of Claims</b>		
<b>Total – 6 Months</b>	<b># of Claims</b>	\$ .00	
<b>Processing ADA Funded Claims</b>			
<i>CalCAP Claims – Month/Year</i>	<b># of Claims</b>		
<i>CalCAP Claims – Month/Year</i>	<b># of Claims</b>		
<i>CalCAP Claims – Month/Year</i>	<b># of Claims</b>		
<i>CalCAP Claims – Month/Year</i>	<b># of Claims</b>		
<i>CalCAP Claims – Month/Year</i>	<b># of Claims</b>	\$ .00	\$ .00
<i>CalCAP Claims – Month/Year</i>	<b># of Claims</b>		
<b>Total – 6 Months</b>	<b># of Claims</b>	\$ .00	
<b>Processing Seismic Funded Claims</b>			
<i>CalCAP Claims – Month/Year</i>	<b># of Claims</b>		
<i>CalCAP Claims – Month/Year</i>	<b># of Claims</b>		
<i>CalCAP Claims – Month/Year</i>	<b># of Claims</b>		
<i>CalCAP Claims – Month/Year</i>	<b># of Claims</b>		
<i>CalCAP Claims – Month/Year</i>	<b># of Claims</b>	\$ .00	\$ .00
<i>CalCAP Claims – Month/Year</i>	<b># of Claims</b>		
<b>Total – 6 Months</b>	<b># of Claims</b>	\$ .00	
<b>Establish New Loan Loss Reserve Accounts (LLR)</b>			
<i>New LLR – Month/Year</i>	<b># of Monthly LLR</b>		
<i>New LLR – Month/Year</i>	<b># of Monthly LLR</b>		
<i>New LLR – Month/Year</i>	<b># of Monthly LLR</b>		
<i>New LLR – Month/Year</i>	<b># of Monthly LLR</b>		
<i>New LLR – Month/Year</i>	<b># of Monthly LLR</b>		
<i>New LLR – Month/Year</i>	<b># of Monthly LLR</b>		
<b>Total – 6 Months</b>	<b># of Monthly LLR</b>	\$ .00	\$ .00
<b>Establish New Participating Financial Institutions (PFI)</b>			
<i>New PFI – Month/Year</i>	<b># of Monthly PFI</b>		
<i>New PFI – Month/Year</i>	<b># of Monthly PFI</b>		
<i>New PFI – Month/Year</i>	<b># of Monthly PFI</b>		
<i>New PFI – Month/Year</i>	<b># of Monthly PFI</b>		
<i>New PFI – Month/Year</i>	<b># of Monthly PFI</b>		
<i>New PFI – Month/Year</i>	<b># of Monthly PFI</b>		
<b>Total – 6 Months</b>	<b># of Monthly PFI</b>	\$ .00	\$ .00
<b>Establish New Program Accounts</b>			
<i>New Program Accounts – Month/Year</i>	<b># of New Program Accounts</b>		
<i>New Program Accounts – Month/Year</i>	<b># of New Program Accounts</b>		
<i>New Program Accounts – Month/Year</i>	<b># of New Program Accounts</b>		
<i>New Program Accounts – Month/Year</i>	<b># of New Program Accounts</b>		
<i>New Program Accounts – Month/Year</i>	<b># of New Program Accounts</b>		
<i>New Program Accounts – Month/Year</i>	<b># of New Program Accounts</b>		
<b>Total – 6 Months</b>	<b># of New Program Accounts</b>	\$ .00	\$ .00

<b>Total – 6 Months</b>	<b># of New Program Accounts</b>		
Monthly Bank Summary/Reports Per PFI			
<i>Bank Summary – Month/Year</i>	<b># of Monthly Bank Summary</b>		
<i>Bank Summary – Month/Year</i>	<b># of Monthly Bank Summary</b>		
<i>Bank Summary – Month/Year</i>	<b># of Monthly Bank Summary</b>		
<i>Bank Summary – Month/Year</i>	<b># of Monthly Bank Summary</b>		
<i>Bank Summary – Month/Year</i>	<b># of Monthly Bank Summary</b>		
<i>Bank Summary – Month/Year</i>	<b># of Monthly Bank Summary</b>		
<b>Total - 6 Months</b>	<b># of Monthly Bank Summary</b>	\$ .00	\$ .00
Annual Bank Summary-Report			\$ .00
Special Data Requests/Per Hour			\$ .00
Annual Out-of-Pocket Expenses - including, but not limited to, reproduction, stationery, postage, telephone, retention of records, Federal Express and outside messenger services, travel/or attend special meetings.			\$ .00
<b>TOTAL FEES:</b>			<b>\$ .00</b>
<b>TOTAL EXPENSES:</b>			<b>\$ .00</b>
<b>TOTAL FEES &amp; EXPENSES:</b>			<b>\$ .00</b>

**EXHIBIT C  
(Standard Agreement)**

**GENERAL TERMS AND CONDITIONS**

Exhibit C to this Agreement, the General Terms and Conditions (GTC-610), is hereby incorporated by reference and made part of this Agreement as if attached hereto. The General Terms and Conditions may be viewed and downloaded at <https://www.dgs.ca.gov/dgs/Home.aspx> under Standard Contract Language.

**EXHIBIT D  
(Standard Agreement)**

**SPECIAL TERMS AND CONDITIONS**

**1. Excise Tax**

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

**2. Settlement of Disputes**

In the event of a dispute, Contractor shall file a "Notice of Dispute" with a Deputy Treasurer of the State Treasurer's Office within ten (10) days of discovery of the problem. Within ten (10) days, the Deputy Treasurer shall meet with the representatives of Contractor and the State identified in Section 3 of Exhibit A for purposes of resolving the dispute. The decision of the Deputy Treasurer shall be final.

In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of any bid proposal.

**3. Evaluation of Contractor**

Pursuant to Public Contract Code sections 10367 and 10369 within sixty (60) days after the completion of this Agreement, the State shall complete a written evaluation of Contractor's performance under this Agreement. If this Agreement is a contract for consultant services and if Contractor did not satisfactorily perform the work, a copy of the evaluation will be sent to the Department of General Services (DGS), Office of Legal Services, and to the Contractor within fifteen (15) working days of the completion of the evaluation in accordance with Public Contract Code section 10371.

**4. No Agency Liability**

The Contractor warrants by execution of this Agreement that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**5. Potential Subcontractors**

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

**EXHIBIT D  
(Standard Agreement)**

**6. Force Majeure**

Neither party to this Agreement shall be liable for damages resulting from delayed or defective performance when such delays arise out of causes beyond the control and without the fault or negligence of the offending party. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the State in its sovereign capacity, fires, floods, power failure, disabling strikes, epidemics, quarantine restrictions, and freight embargoes.

**7. Waivers**

No delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any party of any right, power or privilege hereunder, nor any single or partial exercise of any right, power or privilege hereunder, preclude any other or further exercise thereof or the exercise of any other right, power or privilege hereunder.

**8. Incorporation of Amendments to Applicable Laws**

Any references to sections of federal or state statutes or regulations shall be deemed to include a reference to any amendments thereof and any successor provisions thereto.

**9. Confidentiality**

All financial, statistical, personal, technical and other data and information relating to the operations of the State which are designated confidential by the State and become available to Contractor shall be protected by Contractor from unauthorized use and disclosure.

**10. Titles/Section Headings**

Titles and headings are for convenience of reference only, and shall have no effect on the construction or legal effect of this Agreement.

**11. Choice of Law**

Notwithstanding Paragraph 14 of Exhibit C (General Terms and Conditions), this Agreement shall be administered, construed, and enforced according to the laws of the State of California (without regard to any conflict of laws provisions) to the extent such laws have not been preempted by applicable federal law. Any suit brought hereunder, including any action to compel arbitration or to enforce any award or judgment rendered thereby, shall be brought in state court sitting in Sacramento, California, the parties hereby waiving any claim or defense that such forum is not convenient or proper. Each party agrees that any such court shall have in personam jurisdiction over it and consents to service of process in any manner authorized by California law.

**12. Notices**

The parties agree that to avoid unreasonable delay in the progress of the services performed hereunder, Contractor and the State have designated in Paragraph Section 3 of Exhibit A specific staff representatives for the purpose of communication between the parties. Any notice or other written communication required or which may be given hereunder shall be deemed given when delivered personally, or by mail three (3) days after the date of mailing, unless by express mail then upon the date of confirmed receipt, to the representatives named in Paragraph Section 3 of Exhibit A.

**EXHIBIT D  
(Standard Agreement)**

Either party hereto may, from time to time by notice in writing served upon the other as aforesaid, designate a different mailing address or a different or additional person to which all such notices or demands thereafter are to be addressed.

**13. Permits and Licenses**

Contractor shall carry out its duties and responsibilities herein in accordance with, be limited in the exercise of its rights by, and observe and comply with, all federal, state, city and county laws, rules or regulations affecting services under this Agreement. Contractor shall procure and keep in full force and effect during the term of this Agreement all permits and licenses necessary to accomplish the work contemplated in this Agreement.

**14. Books and Records**

Contractor shall keep accurate books and records connected with the performance of this Agreement for a period of at least three (3) years. Contractor shall ensure that books and records of subcontractors, suppliers, and other providers shall also be accurately maintained. Such books and records shall be kept in a secure location and shall be available for inspection and copying by the State and its representatives at any time.

**15. Key Personnel**

- a. A resume for each member of Contractor's staff who will exercise a significant administrative, policy, or consulting role under this Agreement is attached to this Agreement as Attachment 1 to Exhibit A. These members of Contractor's staff shall be hereafter referred to (both individually and collectively) as "Key Personnel."
- b. Contractor shall not substitute, replace or reassign Key Personnel without the prior approval of the State and an amendment to this Agreement.
- c. This Agreement may be terminated immediately, in the sole discretion of the State and upon written notice from the State to Contractor, because of any change in or departure of any of the Key Personnel.

**16. Changes in Control, Organization or Key Personnel**

Contractor shall promptly, and in any case within five (5) days, notify the State in writing: (i) if any of Contractor's representations and warranties, as set forth in this Agreement, cease to be true at any time during the term of this Agreement; (ii) of any change in Contractor's staff who exercises a significant administrative, policy, or consulting role under this Agreement, including without limitation any Key Personnel; (iii) of any change in the majority ownership, control, or business structure of Contractor; or (iv) of any other material change in Contractor's business, partnership or corporate organization. All written notices from Contractor under this provision shall contain sufficient information to permit the State to evaluate the changes within Contractor's staff or organization under the same criteria as was used by the State in its award of this Agreement to Contractor.

**17. Insurance Requirements**

Contractor warrants that it carries adequate liability, worker's compensation and other necessary insurance and shall maintain such insurance at levels acceptable to the State in full force and effect

**EXHIBIT D  
(Standard Agreement)**

during the term of this Agreement. Contractor agrees to furnish satisfactory evidence of this insurance coverage to the State upon request.

**18. Subcontractors**

- a. Contractor shall perform the work contemplated by this Agreement with resources available within its own organization except for subcontracted work identified in this Agreement or other attachment incorporated hereto. No other portion of the work pertinent to this Agreement shall be subcontracted without written authorization by the State. The subcontractor must be mutually agreed upon in advance by both parties.
- b. Contractor shall require that any subcontractor agree to be bound by all provisions of this Agreement, as applicable.

**19. Notice of Proceedings**

Contractor shall promptly notify the State in writing of any investigation, examination or other proceeding involving Contractor, including any Key Personnel, commenced by any regulatory agency, which proceeding is not conducted in the ordinary course of Contractor's business.

**20. Cumulative Remedies**

The rights and remedies provided herein are cumulative and are not exclusive of any rights or remedies that any party may otherwise have at law or in equity.

**21. Binding Effect**

This Agreement, any instrument or agreement executed pursuant to this Agreement, and the rights, covenants, conditions and obligations of Contractor and the State contained therein, shall be binding upon the parties and their successors, assigns and legal representatives.

**22. Publicity**

No publicity release or announcement concerning this Agreement or the transactions contemplated herein shall be issued by Contractor without advance written approval by the State.

**23. Services or Procurement Resulting from Agreement**

Neither Contractor, nor any of its subsidiaries, officers or directors, may submit a bid or be awarded a contract for the provision of services, procurement of goods or supplies, or any other related action which is required, suggested, or otherwise deemed to be an outgrowth of the advice or recommendations that Contractor provides under this Agreement.

**24. Agreement Does Not Violate Law**

Contractor represents and warrants that neither the execution of this Agreement nor the acts contemplated hereby nor compliance by Contractor with any provisions hereof will:

- a. Violate any provision of the charter documents of Contractor;

**EXHIBIT D  
(Standard Agreement)**

- b. Violate any statute or law or ordinance or any judgment, decree, order, regulation or rule of any court or governmental authority applicable to Contractor; or
- c. Violate, or be in conflict with, or constitute a default under, or permit the termination of, or require the consent of any person under, any agreement to which Contractor may be bound, the violation of which in the aggregate would have a material adverse effect on the properties, business, prospects, earnings, assets, liabilities or condition (financial or otherwise) of Contractor.

**25. Power and Authority**

Contractor represents and warrants that it has the power and authority to enter into this Agreement and to carry out its obligations hereunder. The execution of this Agreement has been duly authorized by Contractor and no other proceeding on the part of Contractor is necessary to authorize this Agreement. Contractor has completed, obtained and performed all registrations, filings, approvals, authorizations, consents or examinations required by any government or governmental authority for its acts contemplated by this Agreement.

**26. Signature Authorization**

The person signing this Agreement warrants that he/she is an agent of Contractor and is duly authorized to enter into this Agreement on behalf of Contractor.

**27. Entire Agreement; Order of Precedence**

- a. This Agreement, including documents that have been incorporated in this Agreement by reference, contains all representations and the entire understanding between the parties hereto with respect to the subject matter hereof. Any prior correspondence, memoranda or agreements are replaced in total by this Agreement.
- b. In the event there are any inconsistencies or ambiguities among the terms of this Agreement and incorporated documents, the following order of precedence shall be used: (i) applicable laws; (ii) the terms and conditions of this Agreement, including exhibits and attachments; (iii) the Request for Proposal (RFP) if any; (iv) Contractor's response to the RFP if any; and (v) any other provisions, terms, or materials incorporated herein.

**28. Termination at Option of the State**

In addition to the provisions of Paragraph 7 of Exhibit C (General Terms and Conditions), this Agreement may be terminated in whole or in part at any time upon thirty (30) days' written notice by the State, for any reason. Upon receipt of a termination notice, Contractor shall promptly discontinue all services affected unless the notice specifies otherwise. In the event the State terminates all or a portion of this Agreement for any reason, it is understood that the State will provide payment to Contractor for satisfactory services rendered prior to the termination, but not in excess of the maximum amount of this Agreement.

**29. Termination for Insolvency**

Contractor shall notify the State immediately in writing in the event that Contractor files any federal bankruptcy action or state receivership action, any federal bankruptcy or state receivership action is commenced against Contractor, Contractor is adjudged bankrupt, or a receiver is appointed and



**EXHIBIT D  
(Standard Agreement)**

qualifies. In the event of any of the foregoing events, or if the State determines, based on reliable information, that there is a substantial probability that Contractor will be financially unable to continue performance under this Agreement, the State may terminate this Agreement and all further rights and obligations immediately.

**30. Completion**

In the event of termination for default, the State reserves the right to take over and complete the work by contract or other means. In such case, Contractor will be liable to the State for any additional cost incurred by the State to complete the work whether reimbursed or not.

**31. Effect of Termination**

All duties and obligations of the State and Contractor shall cease upon termination of this Agreement, except that:

- a. Each party shall remain liable for any rights, obligations, or liabilities arising from activities carried on by it under this Agreement prior to the effective date of termination; and
- b. Contractor shall provide for the return of all records of the State to the State or its designee and shall cooperate fully to effect an orderly transfer of services.

**32. Termination for Expatriation**

Contractor shall notify the State immediately in writing in the event that Contractor or its parent files any notice with the Securities and Exchange Commission that Contractor intends to reincorporate offshore. In the event of such notice, the State may terminate this Agreement and all further rights and obligations immediately by giving five (5) days' notice in writing in the manner specified herein.

**33. Compliance With Political Reform Act**

**Contractor acknowledges that the State is subject to the provisions of the Political Reform Act (Government Code section 81000 et seq. and all regulations adopted thereunder, including, but not limited to, California Code of Regulations, title 2, section 18700 et. seq.)** and Contractor shall comply promptly with any requirement thereunder. If required by law, Contractor shall require its personnel, including without limitation, its Key Personnel all later substitutions therefore, to file Statements of Economic Interests in compliance with the Conflict of Interest Code for the Office of the State Treasurer and the various boards, authorities, commissions, and committees chaired by the State Treasurer (California Code of Regulations, title 2, section 1897). All such reports shall be filed simultaneously with the State.

**34. Darfur Contracting Act**

Effective January 1, 2009, all Invitations for Bids (IFB) or Requests for Proposals (RFP) for goods or services must address the requirements of the Darfur Contracting Act of 2008 (Act). (Public Contract Code section 10475 et seq.) 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.

**EXHIBIT D  
(Standard Agreement)**

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. 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 DGS according to the criteria set forth in Public Contract Code section 10477(b).

**35. Disabled Veteran Business Participation**

- a. Contractor agrees that as contractor of the State, it will meet the requirements of the State's policies that embrace section 10115 et seq. of the Public Contract Code regarding 3% Disabled Veteran Business Enterprise (DVBE) participation goal for state contracts.
- b. Nothing shall be construed to authorize Contractor to discriminate in the solicitation or acceptance of bids for subcontracting, or for materials or equipment, on the basis of race, color, sex, ethnic origin or ancestry.
- c. Contractor agrees to provide the State or its delegate with any information reasonably necessary to comply with the obligations set forth in the applicable provisions of Public Contract Code section 10115 et seq. Upon reasonable notice, Contractor shall permit the State or its delegate access to Contractor's premises during normal business hours to interview employees and to inspect and copy books, records, accounts, and other materials for the purpose of determining compliance with the applicable provisions of Public Contract Code section 10115 et seq. and California Code of Regulations, title 2, section 1896.60 et seq. Contractor further agrees to maintain such records for a period of three (3) years after final payment under this Agreement. Contractor further agrees to make this paragraph applicable to all subcontracts entered hereunder.

**EXHIBIT E  
(Standard Agreement)**

**ADDITIONAL PROVISIONS**

**1. ITEMIZED EXPENSES**

Contractor will itemize an actual expenses incurred in addition to those contracted. Such itemizing shall be in accordance with paragraph 13 of Exhibit C (General Terms and Conditions). The total cost of such additional expenses, together with the cost of services rendered, shall not exceed the maximum amount of this Agreement.

**2. CONFLICT OF INTEREST; NO PROFIT**

- a. 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 functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.
- b. 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.



CALIFORNIA POLLUTION CONTROL FINANCING AUTHORITY

Office Location:  
801 Capitol Mall, 2<sup>nd</sup> Floor  
Sacramento, CA 95814

Mailing Address:  
P.O. Box 942809  
Sacramento, CA 95814  
p (916) 654-5610  
f (916) 657-4821  
cpcfa@treasurer.ca.gov  
www.treasurer.ca.gov/cpcfa

**MEMBERS**

JOHN CHIANG, CHAIR  
State Treasurer

BETTY T. YEE  
State Controller

MICHAEL COHEN  
Director of Finance

**EXECUTIVE DIRECTOR**  
Reneé Webster-Hawkins

July 01, 2016

Trustee  
Trust Company  
1234 Any Street  
City, CA 1234  
Email Address  
(Via email)

**Re: California Pollution Control Financing Authority  
Collateral Support Program – Interest Earned CSP Obligated and Recapture Accounts**

Dear Trustee:

In accordance with the Federal Allocation Agreement dated May 19, 2011 between the United States Department of Treasury (Treasury) and the California Pollution Control Financing Authority (CPCFA), Treasury allows CPCFA to draw earned interest from the Federal Funds. Please make the following fund transfers as shown below for interest earned from January 2016 through March 2016:

1. Transfer \$\_\_\_\_ from the CPCFA CalCAP Federal Fund Obligated Account No. S\_\_\_\_\_ into the CalCAP CalCSP Fed Fund Idle Int Earnings Account S\_\_\_\_\_.
2. Transfer \$\_\_\_\_ from the CPCFA CalCSP Recapture Account No. S\_\_\_\_\_ into the CalCAP CalCSP Fed Fund Idle Int Earnings Account S\_\_\_\_\_.

If you have any questions, please call Doreen Smith, CalCAP Manager, at (916) 653-3993.

Sincerely,

Reneé Webster-Hawkins  
Executive Director

cc: Analyst, CPCFA

RWH:xx



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State Treasurer

BETTY T. YEE
State Controller

MICHAEL COHEN
Director of Finance

EXECUTIVE DIRECTOR
Renee Webster-Hawkins

Date

Contact Name
Title
Lender Name
Address
City, CA Zip

Trustee
Trustee Title
Trust Company
1234 Main Street
Any Town, CA 12345-6789
Email address
(via email)

Re: Enrollment as a CalCAP Financial Institution

Dear Contact Name and Trustee:

We are pleased to have Lender Name participate in the California Capital Access Program (CalCAP), the California Capital Access/Air Resources Board Program (CalCAP/ARB), the California Capital Access Collateral Support Program (CSP), the CalCAP Electric Vehicle Charging Station (EVCS) Financing Program. Enclosed for your records is a copy of your approved application.

After reviewing your application, it was determined that Lender Name is eligible to retain its own loan Loss Reserve Account. By instruction of this letter, the Trustee, Trust Services is instructed to contact you concerning wiring instructions and contact information for the account.

CalCAP regulations §8073 specifies the type of account the funds must be held in:

(c) Any Loss Reserve Account held in a Participating Financial Institution shall be an interest-bearing demand account or deposit account at a banking institution, or a Money Market Fund approved by the Executive Director, or a combination thereof, and earning a rate of interest that would be expected of accounts of similar type and size. The Loss Reserve Account shall be insured by the Federal Deposit Insurance Corporation, the National Credit Union Share Insurance Fund, or the Securities Investor Protection Corporation, as appropriate, to the extent permitted by law.

Please set up one account for each funding program. For the CalCAP Loss Reserve Account, name the account as follows, "[Lender Name] CalCAP". For the CalCAP/ARB Loss Reserve

Date

Contact Name

Page 2 of 2

SAMPLE FORM B-1

Account, name the account as follows, "[Lender Name] ARB". For the CalCAP/EVCS Loss Reserve Account, name the account as follows, "[Lender Name] EVCS". **Instruction for setting up the Collateral Support Accounts will be given as they occur.** Mail (electronic mail preferred) the monthly bank statements to [CalCAP@treasurer.ca.gov](mailto:CalCAP@treasurer.ca.gov) by the 15<sup>th</sup> of the following month. A quarterly report is also required to be submitted to CalCAP by the 15<sup>th</sup> of the month, following the quarter end. A template for that report and instructions can be found on the CalCAP website <http://www.treasurer.ca.gov/cpcf/calcap/index.asp>.

Our office looks forward to a long and mutually beneficial partnership with your institution. Please feel free to contact Doreen Smith, CalCAP Manager, at (916) 653-3993 if you have any questions.

Sincerely,

Reneé Webster-Hawkins  
Executive Director

Enclosure: CalCAP Financial Institution Application

RWH:xx



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State Treasurer

BETTY T. YEE  
State Controller

MICHAEL COHEN  
Director of Finance

EXECUTIVE DIRECTOR  
Reneé Webster-Hawkins

Date

Contact Name

Title

Lender Name

Address

City, CA Zip

Trustee

Trustee Title

Trust Company

1234 Main Street

Any Town, CA 12345-6789

Email address (via email)

Re: Enrollment as a CalCAP Financial Institution

Dear Contact Name and Trustee:

We are pleased to have Lender Name participate in the California Capital Access Program (CalCAP), the California Capital Access/Air Resources Board Program (CalCAP/ARB), the California Capital Access Collateral Support Program (CSP), the CalCAP Electric Vehicle Charging Station (EVCS) Financing Program. Enclosed for your records is a copy of your approved application.

Upon receiving this letter the Trustee, US Bank, N.A, Corporate Trust Services is instructed to contact you concerning wiring instructions and contact information for each of Lender Name's Loan Loss Reserve Accounts. US Bank, N.A, Corporate Trust Services will establish and hold the Lender Name Loss Reserve Accounts.

Our office looks forward to a long and mutually beneficial partnership with your institution. Please feel free to contact Doreen Smith, CalCAP Manager at (916) 653-3993 if you have any questions.

Sincerely,

Reneé Webster-Hawkins  
Executive Director

Enclosure: CalCAP Financial Institution Application

RWH:xx



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State Treasurer

BETTY YEE  
State Controller

MICHAEL COHEN  
Director of Finance

**EXECUTIVE DIRECTOR**  
RENEE WEBSTER-HAWKINS

July 01, 2016

Trustee  
Trust Company  
1234 Any Street  
City, CA 12345  
Email Address (*via email*)

Re: **California Capital Access Program (CalCAP)**  
**CPCFA CalCAP Federal Cost Account No. S\_\_\_\_\_**

Dear Trustee:

As the trustee for the CalCAP program, please consider this letter as an instruction and authorization from the California Pollution Control Financing Authority to withdraw the amount listed and forward via wire transfer to the California Pollution Control Financing Authority fund (see attached wire instruction).

The amount requested is for administrative costs associated with administering the Federal fund State Small Business Credit Initiative (SSBCI) Program from January 2016 through March 2016.

<b>CPCFA CalCAP Federal Cost Account</b>	<b>Wire Transfer Amount to Account</b> # _____ ABA # _____
<b>No. S_____</b>	<b>\$</b>

If you have any questions please call Doreen Smith, CalCAP Manager, at (916) 653-3993.

Sincerely,

Renee Webster-Hawkins  
Executive Director

Attachment

cc: Kim Moon, STO Accounting  
Kristalyn Fong, STO Accounting  
Doreen Smith, CPCFA  
Lauren Ross, CPCFA  
Account Monitoring File, CPCFA



SAMPLE FORM C

Federal Reference No. \_\_\_\_\_  
Initialed by \_\_\_\_\_

**California Pollution Control Financing Authority  
Incoming Wire Instructions  
TO BE WIRED ON July 01, 2016**

Wire to:

Financial Institution  
1234 Any Street  
City, CA 12345

For Credit to State of California  
Account # \_\_\_\_\_  
ABA # \_\_\_\_\_

For further credit to: California Pollution Control Financing Authority  
Reference: California Capital Access Program (CalCAP)

**To be deposited to CPCFA Admin account (\_\_\_\_\_)  
PCA code revenue account \_\_\_\_\_ CalCAP SSBCI  
\_\_\_\_\_ CalCAP Fed SSBCI Admin (Trustee)**

Contact: Doreen Smith (916) 653-3993  
Kim Moon (916) 653-8006  
Kristalyn Fong (916) 653-5670

SAMPLE FORM D



CALIFORNIA POLLUTION CONTROL FINANCING AUTHORITY

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**MEMBERS**  
JOHN CHIANG, CHAIR  
State Treasurer  
BETTY T. YEE  
State Controller  
MICHAEL COHEN  
Director of Finance  
RENEÉ WEBSTER-HAWKINS  
Executive Director

**Date:** \_\_\_\_\_ 1/0/1900 Enrollment # \_\_\_\_\_

**To:** Trustee  
Trust Company  
123 Any Street  
Any City, CA 12345

**VIA ELECTRONIC SUBMISSION**

**From:** \_\_\_\_\_  
California Pollution Control Financing Authority (CPCFA)

**Subject:** Loan Enrollments Approved for Enrollment in the CalCAP Program

**Total number of loans:** \_\_\_\_\_ **0** \_\_\_\_\_

The Following are approved for enrollment in the CalCAP Program

No.	Lender Name	Borrower Name	Loan Program	Lender Loan #	Premium Amount	CalCAP Loan #	Funding Date
1							

Approved by: \_\_\_\_\_  
Executive Director, CPCFA/Designee

Date: \_\_\_\_\_

Analyst	Analyst	
Routing	Date	Initials
To Manager/1st		
Reviewer:	1/1/2016	Initials
To Executive	1/2/2016	Initials
To Admin		
Lead:	1/3/2016	Initials
To Admin:	1/4/2016	Initials
To US Bank:	1/5/2016	



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Sacramento, CA 95814  
p (916) 654-5610  
f (916) 657-4821  
cpcf@treasurer.ca.gov  
www.treasurer.ca.gov/cpcf

**MEMBERS**

JOHN CHIANG, CHAIR  
State Treasurer

BETTY T. YEE  
State Controller

MICHAEL COHEN  
Director of Finance

**EXECUTIVE DIRECTOR**  
Reneé Webster-Hawkins

**DATE**

Trustee Name  
Trust Company  
1234 Any Street  
City, CA 12345-6789  
Email Address

Lender Contact  
Financial Institution  
1234 Any Street  
City, CA 12345-6789

Dear Trustee and Lender Contact:

Lending institutions participating in CalCAP may file a claim for reimbursement under Section 8074 of the CalCAP regulations. The Authority shall authorize the payment of a claim within 30 days of receipt of a completed claim request.

This letter authorizes Trust Company to draw the amount listed below from Lender Name Trustee-held loan Loss Reserve Account # S\_\_\_\_\_ for reimbursement of the following claim. Supporting information is enclosed.

Lender Loan #	CalCAP Loan #	Borrower	Claim Amount
12345	1234-5678	First Last	\$

Subsequent to the payment of a claim by the Authority, if Lender Name recovers from the borrower, from liquidation of collateral or from any other source, amounts for which the bank was reimbursed by the Authority, Lender Name shall promptly pay to the Authority for deposit in the loan Loss Reserve Account, the amount received, net of reasonable and customary costs of collection, that in aggregate exceeds the amount needed to fully cover Lender Name's loss on the loans.

If you have any questions, please call Doreen Smith, CalCAP Manager, at (916) 653-3993.

Sincerely,

Reneé Webster-Hawkins  
Executive Director

RWH:xx

SAMPLE FORM E-2



CALIFORNIA POLLUTION CONTROL FINANCING AUTHORITY

Office Location:  
801 Capitol Mall, 2<sup>nd</sup> Floor  
Sacramento, CA 95814

Mailing Address:  
P.O. Box 942809  
Sacramento, CA 95814  
p (916) 654-5610  
f (916) 657-4821  
cpcfa@treasurer.ca.gov  
www.treasurer.ca.gov/cpcfa

**MEMBERS**  
JOHN CHIANG, CHAIRMAN  
State Treasurer  
BETTY YEE  
State Controller  
MICHAEL COHEN  
Director of Finance  
**EXECUTIVE DIRECTOR**  
Renée Webster-Hawkins

**Date:** \_\_\_\_\_

**To:** Trustee  
Trust Company  
1234 Any Street  
Any City, CA 12345

**VIA ELECTRONIC SUBMISSION** [email address](#)

**From:** \_\_\_\_\_  
California Pollution Control Financing Authority (CPCFA)

**Subject:** Claims Approved for CA Capital Access Program (CalCAP)

**Total number of claims:** \_\_\_\_\_

**The Following claims are approved for Reimbursement**

Lender's Name	Account #	Borrower	CalCAP Loan #	Lender Loan #	Claim Amount
Any Lender					

Approved by: \_\_\_\_\_  
Executive Director, CPCFA/Designee

Date: \_\_\_\_\_

Analyst:	Name	
Routing	Date	Initials
To Manager/1st Reviewer:	1/1/2016	AB
To Ex Director/ Designee:	1/2/2016	BC
To Admin Lead:	1/3/2016	DE
To Admin:	1/4/2016	EF
To US Bank:	1/5/2016	



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MEMBERS

JOHN CHIANG, CHAIR
State Treasurer

BETTY T. YEE
State Controller

MICHAEL COHEN
Director of Finance

EXECUTIVE DIRECTOR
Renee Webster-Hawkins

Date

Trustee
Trustee Title
Trust Company
1234 Main Street
Any Town, CA 12345-6789
Email Address(via email)

Contact Name
Title
Lender Name
Address
City, CA Zip

Re: Authorization of Rebate Payment - Borrower Name

Dear Ms. Gutierrez and Contact Name,

Borrowers participating in the CalCAP EVCS Financing Program may file a Rebate Request under section 8078.7 of the CalCAP Regulations. The Authority shall authorize a payment of a rebate request within 30 calendar days of receipt of a completed rebate request.

This letter authorizes US Bank to withdraw the amount listed below from the Lender Name Loss Reserve Account (XXXXXX) and deposit it to the CalCAP EVCS Rebate Account (S5028600122) for payment of the borrower rebate. Within 24 hours of this deposit please disburse these funds from the CalCAP EVCS Rebate Account to the mailing address listed below.

Table with 5 columns: CalCAP Loan #, Lender Loan #, Business Name, Mailing Address, Rebate Amount. Row 1: Bob's Diner, 915 Capitol Mall Sacramento Ca 95814, \$15,000

If you have any questions, please feel free to call Doreen Smith, CalCAP Manager, at (916) 653-3993 or Jason L. Bradley, Program Manager at (916)-653-3376.

Sincerely,

Renee Webster-Hawkins
Executive Director

RWH:xx



CALIFORNIA POLLUTION CONTROL FINANCING AUTHORITY

Office Location:
801 Capitol Mall, 2nd Floor
Sacramento, CA 95814

Mailing Address:
P.O. Box 942809
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MEMBERS

JOHN CHIANG, CHAIR
State Treasurer

BETTY T.YEE
State Controller

MICHAEL COHEN
Director of Finance

EXECUTIVE DIRECTOR
Reneé Webster-Hawkins

Date

Trustee
Trustee Title
Trust Company
1234 Main Street
Any Town, CA 12345-6789
Email Address(via email)

Contact Name
Title
Lender Name
Address
City, CA Zip

Re: Authorization of Rebate Payment - Borrower Name

Dear Ms. Gutierrez and Contact Name,

Borrowers participating in the CalCAP EVCS Financing Program may file a Rebate Request under section 8078.7 of the CalCAP Regulations. The Authority shall authorize a payment of a rebate request within 30 calendar days of receipt of a completed rebate request.

This letter authorizes Lender Name to transfer the amount listed below from the Lender Name Loss Reserve Account (XXXXXX) to the US Bank CalCAP EVCS Rebate Account (S5028600122) for payment of the borrower rebate.

Within 24 hours of the Lender Name's transfer US Bank shall disburse these funds from the CalCAP EVCS Rebate Account to the mailing address listed below.

Table with 5 columns: CalCAP Loan #, Lender Loan #, Business Name, Mailing Address, Rebate Amount. Row 1: Bob's Diner, 915 Capitol Mall Sacramento Ca 95814, \$15,000

If you have any questions, please feel free to call Jillian Franzoia, CalCAP Manager, at (916) 653-3993 or Jason L. Bradley, Program Manager at (916)-653-3376.

Sincerely,

Reneé Webster-Hawkins
Executive Director

RWH:xx