



CALIFORNIA TAX CREDIT ALLOCATION COMMITTEE

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REQUEST FOR PROPOSALS NO. CTCAC01-23

ENERGY CONSULTING SERVICES

NOTICE TO PROSPECTIVE PROPOSERS

April 25, 2024

You are invited to review and respond to the Request for Proposal (RFP), entitled Energy Consulting Services (RFP No. CTCAC01-23). In submitting your proposal, you must comply with these instructions.

Proposals for these services must comply with the instructions included in this RFP. The RFP includes the Sample Standard Agreement the selected firm will be expected to execute. The agreement that will be entered into the State of California ("State") will include by reference the General Terms and Conditions and Contractor Certification Clauses which may be viewed and downloaded online at <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language> The General Terms and Conditions and all Exhibits that are a part of the Sample Standard Agreement are not negotiable. By submitting a proposal, your firm agrees to the terms and conditions stated in this RFP.

The California Tax Credit Allocation Committee (CTCAC) is soliciting proposals from energy consulting firms to perform reviews of California Utility Allowance Calculator (CUAC) submissions at placed-in-service stage and provide technical assistance to CUAC reviewers and committee staff, not including CTCAC applicants. In addition, the firm selected will assist CTCAC in providing policy and analysis when directed by Committee staff.

The contract will be for a three (3) year term for a dollar value not to exceed \$375,000 for three years with an option to extend the contract for one additional year for a dollar amount not to exceed \$125,000. Please refer to the attached Cost Proposal Work Sheet (Attachment 5) to outline the cost portion of your submitted proposal.

The response due date is May 24, 2024 at 4:00 p.m. PT.

Please submit one (1) unbound original and four (4) copies of your response to this RFP in hard copy form either in person or via U.S. mail or courier service to the department contact below:

California Tax Credit Allocation Committee
Attn: Phyllis Blanton
901 P Street, Suite 213A
Sacramento, CA 95814
(916) 654-6340
phyllis.blanton@treasurer.ca.gov

If you have any questions related to this solicitation or should you need any clarifying information, please contact Phyllis Blanton via email at phyllis.blanton@treasurer.ca.gov.

Thank you for your interest in doing business with the California Tax Credit Allocation Committee.

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A) Purpose and Description of Services

1. Introduction

The federal Low-Income Housing Tax Credit (LIHTC) Program was authorized by Congress in 1986 to encourage the production of affordable rental housing. The program has been, since 1987, the largest production and incentive program for the new construction and rehabilitation of affordable rental housing.

The LIHTC program is contained in the federal tax code and is administered at the federal level by the Internal Revenue Service (IRS). Internal Revenue Code Section 42 specifies that each state legislature designate the housing credit agency to administer the state's program. In California, the responsibility for administration of the program was assigned to the Tax Credit Allocation Committee (CTCAC), by gubernatorial proclamation and enactment of SB 113, Chapter 658, Statutes of 1987.

In addition to the federal LIHTC program, the state legislature authorized a state low-income housing tax credit program to augment the federal tax credit. Authorized by Chapter 1138, Statutes of 1987, the state credit is only available to a project which has previously received, or is concurrently receiving, an allocation of federal credits. The state program does not stand alone, but instead, supplements the federal tax credit.

The State Treasurer chairs the Tax Credit Allocation Committee. Other voting Committee members are the State Controller, the State Director of Finance, the Director of the State Housing and Community Development Department, and the Executive Director of the California Housing Finance Agency. Advisory members are a representative of cities appointed by the speaker of the Assembly and a representative of counties appointed by the Senate Rules Committee.

CTCAC is responsible for administering both the federal and state tax credit programs. Staff receives and reviews applications for tax credits according to the requirements and criteria set forth in the Qualified Action Plan and program regulations. Reviews include a detailed feasibility and development cost analysis. Based on staff recommendations, the Committee awards tax credits to eligible projects. A requirement of eligibility is determined by project feasibility, which is partly based on the accuracy of the utility allowance since it affects the income of projects. One of the primary ways that utility allowances are calculated is by use of the CUAC.

The contractor will perform reviews of CUAC submissions to CTCAC. This review will consist of verifying that CUAC submissions accurately represent the energy consumption model for purposes of calculating the utility estimates at tax credit projects in California. Energy analysts using the CUAC shall investigate and confirm the relevant energy efficiency measures used. Under current CTCAC Regulations Section 10322(h)(21), new construction projects, rehabilitation projects applying for new tax credits and those existing projects are eligible to utilize the CUAC. Energy analysts shall verify current methods as presented by the California Energy Commission and CTCAC and confirm that appliances comply with the applicable California Appliance Efficiency Regulations, Title 20.

In addition, contractor to provide energy efficiency, generation and sustainable building policy guidance and technical assistance to CUAC reviewers and CTCAC staff (and any utility allowance calculator that supersedes or replaces the CUAC) related to affordable multifamily housing.

2. Scope of Work

The California Tax Credit Allocation Committee (CTCAC) is soliciting proposals from energy consulting firms to perform reviews of California Utility Allowance Calculator (CUAC) submissions at the placed-in-service stage for new construction and for those existing properties eligible to utilize the CUAC.

Contractor will also work with CUAC reviewers and committee staff in providing policy guidance and technical assistance when requested by CTCAC staff. The technical assistance will include the CUAC tool and overall sustainable building, energy efficiency and energy generation in affordable multifamily housing.

Policy guidance will include briefing CTCAC staff on changes to California building and energy codes that impact affordable multifamily housing. Contractor will also monitor and advise CTCAC staff on changes in utility tariffs that could affect utility allowance estimates. Contractor will submit a log to CTCAC evidencing number of hours worked.

Contractor will assist CTCAC with updates to previously published list of Frequently Asked Questions (FAQ's) for energy analyst/program users.

Contractor agrees to provide to the California Tax Credit Allocation Committee energy consultant services as described herein:

The contractor will perform reviews of CUAC submissions to CTCAC. The contractor selected will review CUAC submissions to ensure compliance with the current or applicable California Building Code Title 24 energy efficiency standards and sustainable building methods, as identified in CTCAC program rules and regulations, for affordable multifamily developments that are awarded federal and state low-income housing tax credits in California.

Task: Performing Quality Control Audit Reviews:

- First-level audit review of placed in service new construction/rehabilitation projects, existing tax credit projects CUAC submissions, which will include:
 1. Documentation of Completeness review
 2. Validation of the Alternative Calculation Methods (ACM)/CUAC model, including verification that modeling inputs and assumptions are accurate and correct
 3. Initial Report by contractor
- Second-level audit review of all CUAC submissions, which shall include:
 1. Documentation of Completeness review
 2. Validation of the ACM/CUAC model
 3. Initial Report by contractor
- CUAC submissions that contain one or more problems found in the initial audit or by CTCAC staff:
 1. Additional Data request from project sponsor
 2. Re-check ACM/CUAC model based on additional documentation received from project sponsor
 3. Validation of ACM Model
 4. Final Project Report by contractor
- Third-level audit review of CUAC submissions for placed in service tax credit projects or existing tax credit projects CUAC submission that does not meet the protocol for an initial or second-level audit review will be subject to a third level review. Third-level reviews will be conducted for projects with multiple building designs and multiple unit configurations for a select few projects once annually. This type of review requires the energy analyst to review the building ACM models for multiple buildings that were used in the CUAC analysis, review CUAC submission for completeness and accuracy, raise specific modeling issues that need clarification or follow-up documentation from the energy analyst and will require extensive follow-up. Following the third-level audit review, contractor will provide CTCAC with a final project report identifying whether or not corrections to CUAC report have been completed.

Task: Technical Assistance

- Appropriate use of the CUAC requires verification of what is actually built, as opposed to what has been proposed, so that projects are accurately modeled using approved California Energy Commission compliance software. Contractor will work with committee staff in providing policy and guidance when requested by CTCAC staff in accordance with federal and state policies and regulations. The technical assistance will include the CUAC tool and overall energy efficiency and energy generation in affordable multifamily housing. Contractor will submit log to CTCAC evidencing number of hours worked, including brief description of specific work performed. Cost for technical assistance will be based on an hourly rate.

- Contractor to assist CTCAC with updates to previously published list of FAQ's (Frequently Asked Questions) for energy analyst/program users and provide policy guidance in all areas of energy efficiency related to affordable multifamily housing.
- Contractor to review current guidance on the CTCAC website, and assist CTCAC in policy updates in accordance with California Energy Commission guidelines, state regulations, and relevant utility programs.
- Contractor to assist CTCAC in responding to technical questions from energy analysts and program users related to CTCAC's sustainable building, energy efficiency and energy generation regulation requirements.

Audit/Review Process, Timelines, Deadlines, and Milestones

All of the CUAC package submissions received will be subject to initial audit review under a first-level review at placed in service for new construction projects, at placed in service for rehabilitation projects, and existing projects, meeting certain eligibility requirements. Some of those submissions could also be subject to second-level or third-level audit review and validation of ACM model, as applicable. During the course of the contract, CTCAC will forward CUAC submissions to the contractor.

- Contractor will complete the audit review of the CUAC submission within 4 weeks of receipt (20 business days) and send CTCAC either:
 1. Approval letter indicating submission is ok; or
 2. A findings report detailing problems or issues.
- CTCAC will send a formal letter or email requesting the developer to correct or address any problems/issues that prevented the approval of the CUAC submission to CTCAC within 30 days.
- Upon receipt of developer's response to findings report, CTCAC will forward a copy to contractor for review. Contractor will review response for completeness and notify CTCAC if all items identified have been corrected or not within 4 weeks. After determining all items have been corrected, contractor will notify CTCAC in writing (formal report) confirming all of the corrections and approval of CUAC submission.
- CTCAC staff or our contractor will handle all notifications to developer throughout the review process.
- In cases where second-level or third-level audit reviews show problems still continue to exist and a final approval cannot be issued, contractor will consult with CTCAC and CTCAC will determine a final course of action.

Deliverables

Contractor to provide CTCAC with Technical Consulting services which may include any of the following:

- Technical Assistance to CTCAC staff in addressing evaluation issues on the CUAC submittals to CTCAC.
- Technical assistance to CTCAC staff in addressing questions related to CTCAC's sustainable building, energy efficiency and energy generation regulation requirements.
- Policy guidance to CTCAC in addressing issues related to the use of the ACM/CUAC tool, sustainable building, energy efficiency and energy generation in affordable multifamily housing, and briefings provided to CTCAC staff on changes to utility tariffs and California building and energy codes that impact affordable multifamily housing. CTCAC reserves the right to make all final decisions on acceptance or rejection of a CUAC submission in accordance with CTCAC program regulations.

- A maximum 60 day review and approval process is expected, however, occasional extensions can be granted depending on the facts/circumstances. If delays are to occur, contractor is to apprise CTCAC and provide timely follow-up. Contractor to follow up with TCAC in a timely manner with any follow-up or requests, preferably within 7 days of contact.

CTCAC has established the following fee structure for each initial, second-level, and extensive third level CUAC audit review completed by contractor:

- First-level Audit Review: maximum allowable fee of \$500 for each initial new construction and rehabilitation CUAC review completed.
- Second-level Audit Review: maximum allowable fee of \$1,000 per second-level audit review. This type of review is for CUAC is necessary for rehabilitation CUAC submissions and for new construction CUAC submissions which are submitted incomplete and require additional follow-up by contractor to request and review additional documentation needed to complete CUAC review.
- Extensive Third-level Audit Review: maximum allowable fee of \$2,500 for each third-level CUAC review completed. This type of review is for projects which require a more extensive review by contractor and can include a project with multiple building designs and multiple unit configuration types. The analyst will need to review the building ACM models that were used in the CUAC analysis, review CUAC submission for completeness and accuracy, raise specific modeling issues that need clarification, documentation.

Contract Management: CTCAC has allocated \$10,000 per year for the contract management function which will require contractor staff to track the review and processing of CUAC submissions along with preparing of invoices to CTCAC. CTCAC will reimburse contractor based on time spent performing contract management functions in accordance with the federal GSA schedule for contract management functions. The maximum fee for the contract management task shall not exceed \$10,000 per year (or \$20,000 for total contract term).

Contractor will be issued payment based on number of first-level, second-level and extensive third-level CUAC reviews completed. Contractor will submit an invoice to CTCAC on a monthly or quarterly basis. Additionally, contractor will be issued payment based on DGS contracted hourly rate worked for the following tasks: contract management. The hourly rate will be based on the federal GSA schedule for energy consulting services which will be part of the final contract between the contractor and CTCAC.

The services shall be performed at the offices of the contractor.

The services shall be provided during regular work hours of 8:00 a.m. to 5:00 p.m., Monday through Friday.

No work shall be performed until notification of contract execution is provided by CTCAC.

3. Term of Agreement

The term of this agreement will be from June 12, 2024 (or upon approval by the Department of General Services, whichever is later) through May 31, 2027 for a dollar value not to exceed \$375,000 for three years with an option to extend the contract for one additional year for a dollar amount not to exceed \$125,000.

B) Minimum Qualifications for Proposers

1. Firm must be technically and professionally capable of providing the services detailed in the Scope of Work.
2. Firm must be available to immediately assume services.
3. Firm must be free from actual conflicts of interest not only at the time of selection, but also throughout the term of the contract.
4. Firm must be qualified to do business in the state of California.

Desirable Qualifications for Proposers

5. Three (3) years’ experience preparing energy consumption model estimates for multifamily housing developments.
6. Three (3) years of experience providing technical assistance to energy consultants for multifamily housing.
7. Three (3) years’ experience reviewing energy consumption model estimates for affordable multifamily housing developments, including documented occurrences of detecting inaccurate modeling inputs and assumptions that result in incorrect utility allowance estimates.
8. A demonstrated experience providing technical assistance on how to properly model the design of affordable multifamily housing developments.
9. Expert knowledge of California Building Code Title 24 energy efficiency standards and sustainable building methods.
10. California Association of Building Energy Consultant (CABEC) Certified Energy Analyst (CEA)
11. Certified as a Home Energy Rating System Rater

The firm selected must be technically and professionally capable of providing the services. The firm must be available immediately to assume services. The firm must be free from actual conflicts of interest not only at the time of selection, but also throughout the term of the contract.

C) Proposal Requirements and Information

1. Key Action Dates

All Proposers are hereby advised of the following schedule and will be expected to adhere to the required dates and times (all times listed are Pacific Time (PT)).

Date	Action
April 25, 2024	RFP available to Prospective Proposers
May 8, 2024, 12:00 p.m. PT	Written Question Submittal Deadline
May 10, 2024	Answers to Written Questions Distributed
May 24, 2024 at 4:00 p.m. PT	Final Date for Proposal Submission
May 27, 2024	Evaluation of Proposals
May 29, 2024	Notice of Intent to Award Released
June 12, 2024	Anticipated Commencement of Contract

CTCAC reserves the right to change the above dates and times, and, if so, CTCAC may modify this RFP prior to the date fixed for submission of proposals by the issuance of an addendum. CTCAC will also provide post updates online at <https://www.treasurer.ca.gov/ctcac> and <https://caleprocure.ca.gov/>. CTCAC also reserves the right not to award an agreement at all.

2. Questions and Answers

In the opinion of CTCAC, this RFP is complete and needs no further explanation. However, if you have questions, or should you need any clarifying information, contact Phyllis Blanton at phyllis.blanton@treasurer.ca.gov no later than 12:00 p.m. PT on May 8, 2024.

A copy of the responses to all written questions received by 12:00 p.m. PT on May 8, 2024 will be provided to Proposers via e-mail, and posted online at www.treasurer.ca.gov/ctcac and <https://caleprocure.ca.gov/> by close of business on May 10, 2024.

3. Content and Format of Proposals

Proposals will be evaluated on the basis of the proposer’s ability to demonstrate a high degree of experience, training and proficiency in the conduct of the various functions performed. The CTCAC will consider specifically the proposer’s understanding, knowledge and experience in the following areas:

- a. Demonstrated knowledge and experience in preparing energy consumption model estimates for multifamily housing developments.
- b. Demonstrated knowledge and experience in providing technical assistance to energy consultants for multifamily housing developments.
- c. Demonstrated knowledge and experience in reviewing energy consumption model estimates for affordable multifamily housing developments.
- d. Demonstrated knowledge and experience providing technical assistance on how to properly model the design of multifamily housing developments for energy efficiency and energy generation.
- e. Specific demonstrated experience in inspecting and reporting on physical condition of multifamily housing developments.
- f. Demonstrated experience with the California Utility Allowance Calculator.
- g. Ability to report findings in a concise and accurate manner.

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

a. Qualifications and Experience of the Firm:

- i. A brief description of the firm's qualifications and experience that demonstrates its capability as a firm with knowledge in low-income housing tax credits and energy consumption model analysis, experience detecting modeling errors that result in inaccurate utility allowance estimates, and providing technical assistance to energy consultants on how to properly model the design of affordable multifamily housing developments.
- ii. A reference list of similar types of contracts successfully completed with a sample of the work. The list of contracts shall include:
 - 1) The name of the client.
 - 2) The contact person
 - 3) The address and telephone number
 - 4) A detailed description of the services performed, and dates involved with the project.
 - 5) Brief description of the development, including occupancy, location, number of units and tenancy.
 - 6) Brief description of services rendered. Please be specific as to the firm's role (planning, training, etc.) in each.
- iii. A listing of clients with whom the firm is currently working, the nature of the work, and the length of time associated with each client. Contractor must note any potential conflicts of interest.

b. Qualifications and Experience of Personnel:

- i. An organization chart showing functions, positions and titles of professionals in the organization, including any subcontractor firms. Describe the minimum technical assistance criteria for staff and provide certificates for seminars attended and overall experience level for the organization.
- ii. A listing of the names of the personnel that will be directly involved in providing the services under this contract, including any subcontractor employees. The listing should identify the personnel with primary contract responsibility. This includes the resumes of senior management staff, to verify that there is sufficient experience in energy consumption model analysis and in providing technical assistance to energy consultants and CTCAC staff.
- iii. Detailed resumes for personnel that will be directly involved in providing the services under this contract, including any proposed subcontractors and their employees. Resumes should include demonstrated experience in the Minimum Qualifications for Proposer.

c. Facilities and Resources

The services shall be performed at the offices of the contractor. Explain where the services will be provided and what type of equipment is needed to perform the services.

d. Fee Schedule - Technical Assistance

The fee schedule must be based on an hourly rate required to perform all technical assistance and must include all expenses, including report filing. The fee schedule will be the basis for the fees portion of the evaluation and selection process. Proposals submitted with fee schedules not in compliance with these requirements will be rejected. Proposals submitted should include all costs related to performing technical assistance to CUAC reviewers and committee staff as identified in this request for proposal. CTCAC will issue monthly invoice payments on tasks completed under contract.

e. Work Plan and Work Schedule Requirements

The proposer shall develop a work plan or schedule for task completion. Identify tasks and specific milestones by which progress can be measured and payments made.

Please address the following tasks in your work plan and work schedule: Tasks/Milestones:

The proposer shall develop a work plan or schedule for task completion. Identify each major task, necessary subtask, and/or specific milestones by which progress can be measured and payments made.

4. Submission of Proposals

- a. Proposals must be **received** no later than **4:00 p.m. PT on May 24, 2024**. Late proposals will not be accepted. A minimum of one (1) unbound original and four (4) copies of the proposal shall be submitted to the following location:

**California Tax Credit Allocation Committee
901 P Street, Suite 213A
Sacramento, CA 95814**

The proposal envelopes must be plainly marked with the RFP number and title, your firm name and address, and must be marked with "DO NOT OPEN", as shown in the following example:

California Tax Credit Allocation Committee 901 P Street, Suite 213A Sacramento, CA 95814 RFP No. CTCAC01-23 Energy Consulting Services DO NOT OPEN

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

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

- b. Questions relating to this RFP should be in writing directed to the person listed below. All responses will be in writing and made available to the general public.

Phyllis Blanton
Compliance Program Manager
California Tax Credit Allocation Committee
901 P Street, Suite 213A
Sacramento, CA 95814
Fax: (916) 654-6033
Email: phyllis.blanton@treasurer.ca.gov

- c. Proposals should provide straightforward and concise descriptions of the proposer's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements may be cause for rejection of a proposal.
- d. The proposal package should be prepared in the least expensive method.
- e. All proposals must be submitted under **sealed** cover and sent to CTCAC by dates and times shown in Section C, Proposal Requirements and Information, Item 1) Key Action Dates (page 4). Proposals received after this date and time will not be considered.
- f. The original proposal must be marked "ORIGINAL COPY". All documents contained in the original proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional proposal sets may contain photocopies of the original package.
- g. All proposals shall include the documents identified in Section E, Required Attachment Checklist (see page 10). Proposals not including the proper "required attachments" shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.
- h. 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.
- i. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all proposals and may waive an immaterial deviation in a proposal. The State'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.
- j. Costs incurred for developing proposals and in anticipation of award of the agreement are entirely the responsibility of the proposer and shall not be charged to the State of California.
- k. An individual who is authorized to bind the proposing firm contractually shall sign the 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.
- l. A proposer may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline as set forth in the Key Action Dates (Section C.1). Proposal modifications offered in any other manner, oral or written, will not be considered.
- m. A proposer may withdraw its proposal by submitting a written withdrawal request to the State, signed by the proposer or an authorized agent. A proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to proposal submission deadline.
- n. The awarding agency may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.
- o. The awarding agency reserves the right to reject all proposals. The agency is not required to award an agreement.
- p. Before submitting a response to this solicitation, proposers should review, correct all errors and confirm compliance with the RFP requirements.
- q. Where applicable, proposer should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to a lack of careful examination of work sites and specifications.
- r. More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered.

- s. CTCAC will enter into contract with selected contractor and CTCAC reserves the right to make multiple awards with multiple firms.
- t. The State does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC 04/2017) are not negotiable.
- u. No oral understanding or agreement shall be binding on either party.
- v. CTCAC will require the contractor to identify any conflicts of interest and we reserve the right to exclude such projects from the final contract.

5. Evaluation Process

An evaluation team will rate proposals on the basis of the following weighted factors. The CTCAC staff will review all eligible proposals (i.e., those that are received in the time and manner prescribed) to determine which ones meet the minimum qualifications specified in the RFP. Those proposals that meet the requirements shall be submitted to a CTCAC evaluation committee that will evaluate and score the proposals using the criteria specified below. As part of its final evaluation process, the evaluation committee may request oral presentations (either in person or by telephone). If this option is exercised, the CTCAC will provide firms with at least 48 hours' notice. Presenters from the firms must include the personnel who will have primary responsibility for the contract.

<u>Criteria</u>	<u>Maximum Points</u>
a. Years and breadth of experience with single or multiple firms in providing technical assistance to energy consultants for affordable multifamily housing and reviewing/performing energy consumption model analysis. For example, an individual with 10 years of experience providing technical assistance services would receive 10 points in this category. CTCAC will award on a sliding scale 1 point for each year of firm experience in performing energy consumption model analysis. A maximum of 10 points for 10 years of experience.	10
b. Knowledge with multifamily housing developments as well as energy consumption model analysis. CTCAC will award on a sliding scale 1 point for each year of firms' knowledge with multifamily housing developments (up to 15 points) and energy consumption model analysis (up to 15 points). A maximum of 30 points for 30 years of experience.	30
c. Qualifications of Personnel (including experience and qualifications of specific personnel who will provide the services, their professional and educational background). CTCAC will award on for staff experience in performing energy consumption model analysis and technical assistance.	30
c. Cost including actual fees proposed.	30
TOTAL MAXIMUM POSSIBLE POINTS	100

The lowest cost proposal, based on total cost from Attachment 6, is awarded the maximum cost points. Other proposals are awarded cost points based on the following calculation:

$$(\text{Lowest cost proposal} / \text{Other cost proposal}) = (\text{factor})$$

$$\text{Cost points for Other cost proposal} = (\text{factor}) \times \text{maximum cost points}$$

EXAMPLE: A maximum of 30 points is available.

Lowest cost proposal = \$225,000
Other cost proposal = \$300,000

$(\text{Lowest cost proposal} / \text{Other cost proposal}) = \$225,000 / \$300,000 = \frac{3}{4}$

Cost points awarded to Other cost proposal = $\frac{3}{4} \times 30$ maximum points = 22.5 cost points

Tie Breaker

In the event two (2) or more responsive and responsible proposers earn the highest score, the contract will be awarded to the responsive and responsible firm earning the higher score for knowledge with LIHTC or affordable housing programs as well as energy consumption model analysis for affordable multifamily housing developments. If the total scores are the same, the contract will be awarded to the responsive and responsible proposer earning the higher score for Qualifications of Personnel. If the scores are the same, the contract will be awarded to the responsive and responsible proposer earning the higher score for Cost.

6. Award and Protest

Notice of the proposed award shall be posted in a public place in the office of CTCAC, 901 P Street, Sacramento, CA 95814 and on the following Internet site: www.treasurer.ca.gov/ctcac for five (5) working days prior to awarding the contract.

- a. If any proposer, prior to the award of contract, files a protest with the CTCAC and the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605 or at the email OLSProtests@dgs.ca.gov, 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. If submitting the initial written statement of protest via mail, it is suggested that the firm do so via certified or registered mail.
- b. 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 CTCAC a detailed statement specifying the grounds for the protest.

7. Disposition of Proposals

Upon proposal opening, all documents submitted in response to this RFP will become the property of the State of California and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.

8. Agreement Execution and Performance

- a. Performance shall start not later than 45 days, or on the express date set by the awarding agency and the Contractor, after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the awarding agency, upon five (5) days written notice to the Contractor, reserves the right to terminate the agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's Proposal price and the actual cost of performing work by another contractor.
- 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**

<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-EnterpriseCertification-Program>

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 their Small Business Certification to obtain the preference.

The 5% preference is issued only for computation purposes to arrive at the successful firm(s), and does not alter the amount of the actual proposals. Once each proposal 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.

2. **Non-Small Business or Microbusiness 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 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 application 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.

3. **California Disabled Veteran Business Enterprise (DVBE) Participation**

<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-EnterpriseCertification-Program>

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 in Attachment 5.

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

4. **Target Area Contract Preference Act (TACPA)**

This RFP provides for an optional TACPA preference. The TACPA program was established to stimulate business investments in distressed areas of the State and create job opportunities for Californians. Proposing companies are not required to apply for this preference. Both the TACPA workplace and workforce preferences will be evaluated for this solicitation.

Workplace preference - TACPA provides a 1 to 5 percent (1-5%) preference for a California business that is located in a qualified zone.

Workforce preference - TACPA provides a 1 to 4 percent (1-4%) preference for a California business that employs persons with a high risk of unemployment (Government Code Section 4532).

1% for 5-9% of workforce
2% for 10-14% of workforce
3% for 15-19% of workforce
4% for 20% or more of workforce

Proposing companies wishing to take advantage of the TACPA preference will need to review the following website and submit the appropriate documents with the proposal response:
<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-a-Target-Area-Contract-Preference>.

[TACPA Preference Request \(STD 830\)](#)
[Bidder's Summary of Contract Activities and Labor Hours \(TACPA Form 526\)](#)

CTCAC will send the applicable TACPA request documents to the Department of General Services, Procurement Division, Dispute Resolution Unit. TACPA preference requests are typically reviewed and processed by DGS within five (5) business days. If an award of this agreement is made based on the TACPA preference, DGS will monitor compliance directly with the Contractor throughout the life of the contract.

E) Required Attachments

For this proposal to be considered responsive, all required attachments listed in Attachment 1 must be included with the RFP by dates and times shown in Section C, Proposal Requirements and Information and Key Action Dates (Refer to Attachment 1, Required Attachment Checklist).

ATTACHMENT 1

REQUIRED ATTACHMENT CHECK LIST

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

<u>Attachment #</u>	<u>Attachment Name/Description</u>
Attachment 1	– Required Attachment Check List
Attachment 2	– Proposal/Proposer Certification Sheet
Attachment 3	– Minimum Qualifications Certification
Attachment 4	– Resume of Key Personnel & Experience
Attachment 5	– Proposer References
Attachment 6	– Cost Proposal Work Sheet
Attachment 7	– Payee Data Record (STD 204)
Attachment 8	– Contractor Certification Clauses (CCC 04/2017)
Attachment 9	– Darfur Contracting Act Certification
Attachment 10	– California Civil Rights Laws Certification
Attachment 11	– Bidder Declaration (GSPD–05–105)
Attachment 12	– Small Business or Microbusiness Preference *
Attachment 13	– Non-Small Business Preference *
Attachment 14	– California Disabled Veteran Business Enterprise (DVBE) Program Participation *
Attachment 15	– Target Area Contract Preference Act (TACPA) *

*if applicable

ATTACHMENT 2

PROPOSAL/PROPOSER CERTIFICATION SHEET

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

Do not return the RFP 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.
- C. The signature below certifies to the best of your knowledge that the information provided on this document is true and complete.

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

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

Completion Instructions for Proposal/Proposer Certification Sheet

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

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

ATTACHMENT 3
MINIMUM QUALIFICATIONS CERTIFICATION

The firm certifies that it fulfills all of the minimum qualifications outlined in Section B of Request for Proposals No. CTCAC01-23 (the "RFP"). By signing this attachment, the firm also agrees to notify the California Tax Credit Allocation Committee (CTCAC) immediately upon its failure to continue to meet the minimum qualifications, if selected as the California certified general appraiser for CTCAC.

On behalf of _____, I certify that said firm
(Firm Name)
complies with the Minimum Qualifications set forth in Section B of the RFP.

(Authorized Signature of Firm)

(Firm Name)

(Print Name)

(Date)

(Title)

ATTACHMENT 4

RESUMES OF KEY PERSONNEL & EXPERIENCE

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

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

Include additional pages as needed

ATTACHMENT 5
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.

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

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

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

ATTACHMENT 6

COST PROPOSAL WORKSHEET

The total Contract amount may not exceed \$375,000.00 (Three Hundred Seventy-Five Thousand Dollars) for the three-year Contract term (\$125,000 per year), with an option to extend the contract for one additional year for a dollar amount not to exceed \$125,000. See example below:

Job Title or Classification	Task 1: Contract Management	Task 1: Rate per Hour	Task 1: Number of hours per year	Task 2: CUAC Review Level	Task 2: Number of CUAC Reviews per year	Task 2: Cost per Review	Task 3: Technical Assistance Rate per Hour	Task 3: Number of hours per year	Extended Total
"Energy Analyst"	Invoice and Reporting	\$84.00	96	1	50	\$500.00	\$100.00	100	\$43,064.00

TOTAL ANNUAL COSTS

\$ _____

***NOTE: Travel Costs will not be paid separately in this contract**

ATTACHMENT 7

PAYEE DATA RECORD (STD. 204)

Contractor must provide a taxpayer identification number (TIN) that has been assigned by the Federal Government. The TIN is entered on the Payee Data Record (Std. 204) and retained in our accounting department.

Click here to access the Payee Data Record (Std. 204) form:

<http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>

ATTACHMENT 8

CONTRACTOR CERTIFICATION CLAUSES (CCC04/2017)

CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

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

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

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

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

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

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering

services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

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

- 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 10

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts over \$100,000 executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

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

<i>Proposer 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 and State of</i>	

ATTACHMENT 11

BIDDER DECLARATION

Submission of the completed Bidder Declaration (GSPD 05-105) is mandatory for all submissions. In the Bidder Declaration (GSPD 05-105) suppliers are required to identify they are a DVBE and to identify any DVBE subcontractors, their proposed contract function, and the corresponding percentage of participation.

Click here to access the Bidder Declaration (GSPD 05-105) form:

<https://www.docum.dgs.ca.gov/dgs/mc/gspd/gspd05-105.pdf>

ATTACHMENT 12

SMALL BUSINESS OR MICROBUSINESS PREFERENCE

(If Applicable)

Small Business or Microbusiness Preference- <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>

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 proposal is submitted. The firm MUST include an updated copy of their 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 proposals. Once each proposal has been scored, if the highest responsible firm is not a certified small business or microbusiness, 5% of the highest scoring proposal is added to the total "earned" points for each proposal submitted by a certified small business. These final numbers, with the 5% included, are then used to determine the highest scoring proposal.

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 13

NON-SMALL BUSINESS OR MICROBUSINESS PREFERENCE

(If Applicable)

Non-Small Business Preference – <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Certify-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>

A five percent (5%) proposal 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 proposal 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 proposal 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 proposal 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 proposal price (as specified in the solicitation) per subcontractor.

Firms claiming the 5% preference must commit to subcontract at least 25% of the net proposal 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 proposal 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 proposal 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.

ATTACHMENT 14

**CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)
PROGRAM PARTICIPATION 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 proposal. However, a DVBE incentive will be applied as provided below.**

DVBE INCENTIVE. The State will apply a DVBE incentive for responsive proposals (herein “proposal” or “proposals”) from responsible proposers 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 proposal price by the amount of DVBE incentive as computed from the lowest responsive proposal price submitted by a responsible proposer. 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. Proposers seeking the DVBE incentive must submit a completed Disabled Veteran Business Enterprise Declaration, STD. 843, which demonstrates DVBE participation and qualification for a DVBE incentive. All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form(s) which may be obtained through the following link: https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_843.pdf.

The completed form should be included with the submitted proposal.

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(l) regarding the performance of a commercially useful function. Proposers are to verify each DVBE subcontractor’s certification with OSDS to ensure DVBE eligibility. Proposers 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, proposers may be required to submit additional written clarifying information. Failure to submit the requested written information as specified may be grounds for proposal rejection.

RESOURCES AND INFORMATION*

U.S. Department of Labor:

System for Award Management Formerly Central Contractor
Registration on-line database
<https://www.dol.gov/general/businccr>

FOR:

Service-Disabled Veteran-Owned
Businesses in California

Local Organizations:

DVBE local contacts <https://www.cde.ca.gov/re/di/fq/sbdvbeadv.asp>

**Department of General Services, Procurement Division
(DGS-PD) eProcurement:**

Website: <https://www.dgs.ca.gov/PD>

Phone: (916) 375-2000

Email: eprocure@dgs.ca.gov

FOR:

- SB/DVBE Search
- CSCR Advertisements
- Training Modules

**DGS-PD Office of Small Business and DVBE Services
(OSDS):**

707 Third Street, Room 1-400, West Sacramento, CA 95605

Website: <https://www.dgs.ca.gov/PD-OSDS>

OSDS Receptionist: (916) 375-4940

PD Receptionist: (800) 559-5529

Fax: (916) 375-4950

Email: osdshelp@dgs.ca.gov

FOR:

- Directory of OSDS Certified DVBEs
- Certification Applications
- Certification Information
- Certification Status, Concerns
- General DVBE Program Information
- DVBE Business Utilization Plan
- SB/DVBE Advocates
- Lists of Trade and Focus Publications

Commercially Useful Function Definition

Military and Veterans Code section 999(b)

California Code of Regulations, title 2, section 1896.62(l)

*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 15

TARGET AREA CONTRACT PREFERENCE ACT (TACPA)

(If Applicable)

This RFP provides for an optional TACPA preference. The TACPA program was established to stimulate business investments in distressed areas of the State and create job opportunities for Californians. Proposing companies are not required to apply for this preference. Both the TACPA workplace and workforce preferences will be evaluated for this solicitation.

Workplace preference - TACPA provides a 1 to 5 percent (1-5%) preference for a California business that is located in a qualified zone.

Workforce preference - TACPA provides a 1 to 4 percent (1-4%) preference for a California business that employs persons with a high risk of unemployment (Government Code Section 4532).

1% for 5-9% of workforce

2% for 10-14% of workforce

3% for 15-19% of workforce

4% for 20% or more of workforce

Proposing companies wishing to take advantage of the TACPA preference will need to review the following website and submit the appropriate documents with the proposal response: <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-a-Target-Area-Contract-Preference>.

[TACPA Preference Request \(STD 830\)](#)

[Bidder's Summary of Contract Activities and Labor Hours \(TACPA Form 526\)](#)

CTCAC will send the applicable TACPA request documents to the Department of General Services, Procurement Division, Dispute Resolution Unit. TACPA preference requests are typically reviewed and processed by DGS within five (5) business days. If an award of this agreement is made based on the TACPA preference, DGS will monitor compliance directly with the Contractor throughout the life of the contract.

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

PURCHASING AUTHORITY NUMBER (If Applicable)

SAMPLE

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

CONTRACTING AGENCY NAME

California Tax Credit Allocation Committee

CONTRACTOR NAME

TBD

2. The term of this Agreement is:

START DATE

June 12, 2024 (or upon approval by the Department of General Services, whichever is later)

THROUGH END DATE

May 31, 2027

3. The maximum amount of this Agreement is:

\$375,000.00 (three hundred seventy-five 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.

Exhibits	Title	Pages
Exhibit A	Scope of Work	4
Exhibit A-1	Resumes of Key Personnel	1
Exhibit B	Budget Detail and Payment Provisions	1
Exhibit B-1	Cost Proposal	1
Exhibit C*	General Terms and Conditions (GTC 04/2017)	1
Exhibit D	Special Terms and Conditions	6
	RFP and Contractor's Response thereto are incorporated by reference and made a part of this agreement	

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

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

TBD

CONTRACTOR BUSINESS ADDRESS

TBD

CITY

TBD

STATE

TBD

ZIP

TBD

PRINTED NAME OF PERSON SIGNING

TBD

TITLE

TBD

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER SAMPLE	PURCHASING AUTHORITY NUMBER (If Applicable)
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STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
California Tax Credit Allocation Committee

CONTRACTING AGENCY ADDRESS 901 P Street, Ste 213A	CITY Sacramento	STATE CA	ZIP 95814
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PRINTED NAME OF PERSON SIGNING Marina Wiant	TITLE Executive Director
---	------------------------------------

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
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CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)
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**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

Contractor agrees to provide to California Tax Credit Allocation Committee (CTCAC) energy consulting services as described herein:

Contractor will work with CUAC reviewers and committee staff in providing policy guidance and technical assistance when requested by CTCAC staff. The technical assistance will include the CUAC tool and overall sustainable building, energy efficiency and energy generation in affordable multifamily housing. Policy guidance will include briefing CTCAC staff on changes to California building and energy codes that impact affordable multifamily housing. Contractor will also monitor and advise CTCAC staff on changes in utility tariffs that could affect utility allowance estimates. Contractor will submit a log to CTCAC evidencing number of hours worked.

Contractor will assist CTCAC with updates to previously published list of Frequently Asked Questions (FAQ's) for energy analyst/program users.

Contractor agrees to provide to the California Tax Credit Allocation Committee energy consultant services as described herein:

The contractor will perform reviews of CUAC submissions to CTCAC. The contractor selected will review CUAC submissions to ensure compliance with the current or applicable California Building Code Title 24 energy efficiency standards and sustainable building methods, as identified in CTCAC program rules and regulations, for affordable multifamily developments that are awarded federal and state low-income housing tax credits in California.

Task: Performing Quality Control Audit Reviews:

- First-level audit review of placed in service new construction/rehabilitation projects, existing tax credit projects CUAC submissions, which will include:
 1. Documentation of Completeness review
 2. Validation of the Alternative Calculation Methods (ACM)/CUAC model, including verification that modeling inputs and assumptions are accurate and correct
 3. Initial Report by contractor
- Second-level audit review of all CUAC submissions, which shall include:
 1. Documentation of Completeness review
 2. Validation of the ACM/CUAC model
 3. Initial Report by contractor
- CUAC submissions that contain one or more problems found in the initial audit or by CTCAC staff:
 1. Additional Data request from project sponsor
 2. Re-check ACM/CUAC model based on additional documentation received from project sponsor
 3. Validation of ACM Model
 4. Final Project Report by contractor
- Third-level audit review of CUAC submissions for placed in service tax credit projects or existing tax credit projects CUAC submission that does not meet the protocol for an initial or second-level audit review will be subject to a third level review. Third-level reviews will be conducted for projects with multiple building designs and multiple unit configurations for a select few projects once annually. This type of review requires the energy analyst to review the building ACM models for multiple buildings that were used in the CUAC analysis, review CUAC submission for completeness and accuracy, raise specific modeling issues that need clarification or follow-up documentation from the energy analyst and will require extensive follow-up.

Following the third-level audit review, contractor will provide CTCAC with a final project report identifying whether or not corrections to CUAC report have been completed.

Task: Technical Assistance

- Appropriate use of the CUAC requires verification of what is actually built, as opposed to what has been proposed, so that projects are accurately modeled using approved California Energy Commission compliance software. Contractor will work with committee staff in providing policy and guidance when requested by CTCAC staff. The technical assistance will include the CUAC tool and overall energy efficiency and energy generation in affordable multifamily housing. Contractor will submit log to CTCAC evidencing number of hours worked, including brief description of specific work performed.
- Contractor to assist CTCAC with updates to previously published list of FAQ's (Frequently Asked Questions) for energy analyst/program users and provide policy guidance in all areas of energy efficiency related to affordable multifamily housing.
- Contractor to review current guidance on the CTCAC website, and assist CTCAC in policy updates in accordance with California Energy Commission guidelines, state regulations, and relevant utility programs.
- Contractor to assist CTCAC in responding to technical questions from energy analysts and program users related to CTCAC's sustainable building, energy efficiency and energy generation regulation requirements.

Audit/Review Process, Timelines, Deadlines, and Milestones

All of the CUAC package submissions received will be subject to initial audit review under a first-level review at placed in service for new construction projects, at placed in service for rehabilitation projects, and existing projects, meeting certain eligibility requirements. Some of those submissions could also be subject to second-level or third-level audit review and validation of ACM model, as applicable. During the course of the contract, CTCAC will forward CUAC submissions to the contractor.

- Contractor will complete the audit review of the CUAC submission within 4 weeks of receipt (20 business days) and send CTCAC either:
 1. Approval letter indicating submission is ok; or
 2. A findings report detailing problems or issues.
- CTCAC will send a formal letter or email requesting the developer to correct or address any problems/issues that prevented the approval of the CUAC submission to CTCAC within 30 days.
- Upon receipt of developer's response to findings report, CTCAC will forward a copy to contractor for review. Contractor will review response for completeness and notify CTCAC if all items identified have been corrected or not within 4 weeks. After determining all items have been corrected, contractor will notify CTCAC in writing (formal report) confirming all of the corrections and approval of CUAC submission.
- CTCAC staff or our contractor will handle all notifications to developer throughout the review process.
- In cases where second-level or third-level audit reviews show problems still continue to exist and a final approval cannot be issued, contractor will consult with CTCAC and CTCAC will determine a final course of action.

Deliverables

Contractor to provide CTCAC with Technical Consulting services which may include any of the following:

- Technical Assistance to CTCAC staff in addressing evaluation issues on the CUAC submittals to CTCAC.

- Technical assistance to CTCAC staff in addressing questions related to CTCAC's sustainable building, energy efficiency and energy generation regulation requirements.
- Policy guidance to CTCAC in addressing issues related to the use of the ACM/CUAC tool, sustainable building, energy efficiency and energy generation in affordable multifamily housing, and briefings provided to CTCAC staff on changes to utility tariffs and California building and energy codes that impact affordable multifamily housing. CTCAC reserves the right to make all final decisions on acceptance or rejection of a CUAC submission in accordance with CTCAC program regulations.
- A maximum 60 day review and approval process is expected, however, occasional extensions can be granted depending on the facts/circumstances. If delays are to occur, contractor is to apprise CTCAC and provide timely follow-up. Contractor to follow up with TCAC in a timely manner with any follow-up or requests, preferably within 7 days of contact.

CTCAC has established the following fee structure for each initial, second-level, and extensive third level audit review completed by contractor:

- First-level Audit Review: maximum allowable fee of \$500 for each initial new construction and rehabilitation CUAC review completed.
- Second-level Audit Review: maximum allowable fee of \$1,000 per second-level audit review. This type of review is for CUAC is necessary for rehabilitation CUAC submissions and for new construction CUAC submissions which are submitted incomplete and require additional follow-up by contractor to request and review additional documentation needed to complete CUAC review.
- Extensive Third-level Audit Review: maximum allowable fee of \$2,500 for each third-level CUAC review completed. This type of review is for projects which require a more extensive review by contractor and can include a project with multiple building designs and multiple unit configuration types. The analyst will need to review the building ACM models that were used in the CUAC analysis, review CUAC submission for completeness and accuracy, raise specific modeling issues that need clarification, documentation.

Contract Management: CTCAC has allocated \$10,000 per year for the contract management function which will require contractor staff to track the review and processing of CUAC submissions along with preparing of invoices to CTCAC. CTCAC will reimburse contractor based on time spent performing contract management functions in accordance with the federal GSA schedule for contract management functions. The maximum fee for the contract management task shall not exceed \$10,000 per year (or \$20,000 for total contract term).

Contractor will be issued payment based on number of first-level, second-level and extensive third-level CUAC reviews completed. Contractor will submit an invoice to CTCAC on a monthly or quarterly basis. Additionally, contractor will be issued payment based on DGS contracted hourly rate worked for the following tasks: contract management. The hourly rate will be based on the federal GSA schedule for energy consulting services which will be part of the final contract between the contractor and CTCAC.

The services shall be performed at the offices of the contractor.

The services shall be provided during regular work hours of 8:00 a.m. to 5:00 p.m., Monday through Friday.

No work shall be performed until notification of contract execution is provided by CTCAC.

Term of Agreement

The term of this agreement will be from June 12, 2024 (or upon approval by the Department of General Services, whichever is later) through May 31, 2027 for a dollar value not to exceed \$375,000 for three years with an option to extend the contract for one additional year for a dollar amount not to exceed \$125,000.

Project Representatives

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

State Agency: CA Tax Credit Allocation	Contractor: TBD
Name: Mayra Lozano, Program Manager	Name:
Phone: (916) 653-0173	Phone:
Fax: (916) 654-6033	Fax:

Direct all RFP inquiries to:

State Agency: CA Tax Credit Allocation	Contractor: TBD
Section/Unit: Compliance	Section/Unit:
Attention: Phyllis, Program Manager	Attention:
Address: 901 P Street, Ste 213A Sacramento, CA 95814	Address:
Phone: (916) 654-0013	Phone:
Fax: (916) 654-6033	Fax:

**EXHIBIT A-1
(Standard Agreement)**

RESUMES OF KEY PERSONNEL

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, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified in Exhibit B-1, Cost Proposal.
- B. Invoices shall include the Agreement Number CTCAC01-23 and shall be submitted not more frequently than monthly in arrears to:

Name: Phyllis Blanton, Program Manager
phyllis.blanton@treasurer.ca.gov
Office: California Tax Credit Allocation Committee
Address: 901 P Street, Ste 213A
Sacramento, CA 95814

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.

EXHIBIT B-1
(Standard Agreement)

COST PROPOSAL

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

Exhibit C to this Agreement, the General Terms and Conditions (GTC 04/2017), 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/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/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 Exhibit A for purposes of resolving the dispute. The decision of the Deputy Treasurer shall be final.

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.

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 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 Exhibit A.

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 Exhibit D-1. 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.
- 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 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;
- 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 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 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.

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. Labor Neutrality Policy

CTCAC recognizes the value of labor organizing and encourages the entities with which it contracts to demonstrate that they also value this principle by encouraging management neutrality in labor organizing activities.

To remain “neutral” means not to take any action or make any statement that will directly or indirectly state or imply any support for or opposition to the selection by the Contractor’s employees of a collective bargaining agent, or preference or opposition to any particular union as a bargaining agent. Nothing in this section obligates or prohibits the Contractor from entering into private neutrality, labor peace or other lawful agreements with a labor organization seeking to represent or who currently represents the Contractor’s employees.

36. Executive Order N-6-22 Russia Sanctions

The Contractor shall comply with Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine the Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide the Contractor advance written notice of such termination, allowing the Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

37. Conflict of Interest – Developers of LIHTC

Contractor needs to be aware of the following provisions regarding developers of LIHTC projects. No officer or employee shall contract on his or her own behalf as an independent contractor with developers of LIHTC properties to provide goods or services unless requested or required on behalf of the California Tax Credit Allocation Committee.

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.