



CALIFORNIA ALTERNATIVE ENERGY AND ADVANCED TRANSPORTATION FINANCING AUTHORITY

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CALIFORNIA ALTERNATIVE ENERGY AND ADVANCED TRANSPORTATION FINANCING AUTHORITY (CAEATFA)

REQUEST FOR PROPOSALS – Secondary CONTRACT NO. CAEATFA05-25

Consulting Services for Development and Implementation of the Sales and Use Tax Exclusion Program under Public Resources Code 26011.8

NOTICE TO PROSPECTIVE PROPOSERS

February 3, 2026

You are invited to review and respond to this Request for Proposals (RFP) Number CAEATFA05-25. The California Alternative Energy and Advanced Transportation Financing Authority (“CAEATFA” or “the Authority”), a public instrumentality of the State of California (the “State”), seeks to retain a qualified firm (“Contractor”) to provide technical consulting services in connection with modifications to the sales and use tax exclusion (STE) program under Public Resources Code Section 26011.8, which was recently extended by SB 86 (McNerney, Chapter 211, Statutes of 2025). Interested firms are invited to submit proposals in response to this RFP.

Proposals for these services must comply with the instructions included in the RFP. The RFP includes the Sample Standard Agreement the selected firm will be expected to execute. The agreement that will be entered into with CAEATFA 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.

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

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Questions regarding this RFP must be submitted in writing no later than February 10, 2026 at 12:00 p.m. (noon) PT. Responses to the questions will subsequently be posted on February 13, 2026 in the California State Contract Register (CSCR) and the CAEATFA website.

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

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A. PURPOSE AND DESCRIPTION OF SERVICES

1. Introduction

The California Alternative Energy and Advanced Transportation Financing Authority (“CAEATFA” or “the Authority”) is authorized to administer a program that provide a sales and use tax exclusion (STE) for eligible manufacturing projects, as defined. Pursuant to SB 71 (Padilla, Chapter 10, Statutes of 2010), the STE Program (the “Program”) was established in 2010 and employs provisions of the Revenue and Taxation Code¹ to deem specified purchases related to these projects as not being subject to state and local sales and use taxes. Currently, the Program has an annual statutory allocation of \$100 million in STE each calendar year. Pursuant to SB 86 (McNerney, Chapter 211, Statutes of 2025), the Program’s sunset date has been extended from January 1, 2026 to January 1, 2028.

This Request for Proposals (RFP) seeks proposals from which to select a qualified firm (“Contractor”) to enter into an agreement (“Agreement” or “Contract”) to: provide technical assistance to the Authority by continuing to evaluate and develop modifications to the Program as necessary; assist in reviewing applications; and assist in the quantification and evaluation of the public benefits of these projects.

More specifically, services under the Contract may include: technical assistance with determining appropriate evaluation methods and any needed modifications to the Program and existing regulations; development of policies and procedures; providing staff training; assisting with functions associated with program development (workshops and outreach) including evaluation of alternatives and development of program structure; data analysis; regulation development and modifications as needed; assistance with program implementation; development of appropriate procedures and training tools; review of applications; assistance with building application evaluation materials and structures necessary to effectively administer the Program; and providing recommendations and reports as needed.

The selection of the Contractor will be based not only on proposed fees, but also on demonstrated evidence that the selected firm will provide a reasonable level of competent and responsive service to the Authority in all subject areas described in the Scope of Work, and will meet the Minimum Qualifications. The firm must be free from actual conflicts of interest not only at the time of selection, but throughout the term of the contract as well. The firm must be immediately available to assume services.

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

CAEATFA anticipates entering into a three-year Contract. **The total Contract amount may not exceed \$299,000.00 (Two Hundred Ninety-Nine Thousand Dollars and zero cents) over the entire term of the agreement including all optional extensions.**

CAEATFA is currently undergoing regulatory updates to incorporate new statutory requirements and enhance program effectiveness. CAEATFA seeks to identify the appropriate internal resources to further the development of the Program. CAEATFA anticipates a consistent need for Contractor’s assistance throughout the Contract term as internal staff make regulatory changes through the emergency and formal rulemaking processes, hire and train additional staff to develop technical skills, and prepare annual reports required by statute and/or any other report needed to support legislative mandates, program evaluation, or internal decision-making. Due to the fluidity of the workload contemplated by this RFP and shifts in CAEATFA’s staffing level, the Contract, timelines, and

¹ Section 6010.8 of the Revenue and Taxation Code

deliverables will be further managed through a task order process. This process is described in more detail in Section A, Item 4.d., and in Attachment 6a: Sample Task Order.

Attached as Section F is a proposed sample Agreement that will be the result of this RFP. It includes the STD 213 Standard Agreement and other standard provisions to which the Contractor will be bound.

2. CAEATFA Background and Overview

CAEATFA, a public instrumentality, was created in 1980 to assist specified entities by providing credit enhancements, access to low-cost financing through private activity tax-exempt bonds and loans, and other forms of financial assistance.

CAEATFA staff takes direction from its Board in deciding which projects to assist. The Board consists of five members: the State Treasurer, who serves as chairperson of the Authority; the State Controller; the Director of the Department of Finance; the Chairperson of the California Energy Commission (CEC); and the President of the California Public Utilities Commission (CPUC). The enabling legislation is contained in the California Alternative Energy and Advanced Transportation Financing Authority Act, Division 16 (commencing with Section 26000) of the California Public Resources Code.

3. The Sales and Use Tax Exclusion (STE) Program

The first STE award was granted to an electric vehicle manufacturer in 2009. Shortly thereafter, the Authority's statutory authority to provide STEs to specified manufacturers was formalized in SB 71 (Padilla, Chapter 10, Statutes of 2010), which was signed into law as an urgency statute by Governor Arnold Schwarzenegger on March 24, 2010. The bill established the Advanced Transportation (AT) and Alternative Source (AS) Manufacturing Sales and Use Tax Exclusion Program to promote the creation of California-based manufacturing, California-based jobs, and the reduction of greenhouse gases, air and water pollution, or energy consumption.² The Program explicitly applied to entities that design, manufacture, produce or assemble Advanced Transportation Technologies or Alternative Source products, components, or systems. At the time of implementation, the Program was referred to as the SB 71 Program.

In September 2012, SB 1128 (Padilla, Chapter 677, Statutes of 2012) expanded CAEATFA's authority by adding Advanced Manufacturing (AM), as defined,³ as a third category of projects eligible for financial assistance under the SB 71 Program and added a maximum allocation of STE of \$100 million that CAEATFA may award in any calendar year.⁴ AB 199 (Eggman, Chapter 768, Statutes of 2015) was signed by Governor Jerry Brown in October 11, 2015, added a fourth category of projects eligible under the Program: projects which process or utilize recycled feedstock and do not process or utilize recycled feedstock in a manner that constitutes disposal ("Recycling"). The CAEATFA Board approved the first round of AT and AS applicants at its November 2010 meeting, the first round of AM applicants at its November 2013 meeting, and the first round of Recycling applicants at its October 2016 meeting.

In 2016, CAEATFA made a number of administrative changes through the regulatory process to improve the effectiveness of the Program. Demand for the Program increased significantly in 2015 and 2016, resulting in program oversubscription in both years. Updated regulations addressed the issue of program oversubscription through multiple mechanisms. For the first time, applications were capped at \$20 million of STE per project, but if any of the \$100 million STE remains at the end of the year, applicants that wish to exceed the cap can apply for additional STE. The Program also developed a ranking system based on competitive criteria for when the Program is oversubscribed.

In October 2019, AB 1583 (Eggman, Chapter 690, Statutes of 2019), the California Recycling Market Development Act, extended the program's sunset date from January 1, 2021, to January 1, 2026. At

² Public Resources Code Section 26011.8(a)

³ Public Resources Code Section 26003(a)(1)(A)

⁴ Public Resources Code Section 26001.8(h)

the same time, to further the STE Program's focus on California job creation, AB 176 (Cervantes, Chapter 672, Statutes of 2019) requires a consideration of the extent to which a project will result in the loss of permanent, full-time jobs in California, and collection of wage data for each classification of full-time employees proposed to be hired or not retained.

In 2019, the Program became oversubscribed for the July Board meeting, which was the first time the Program was oversubscribed before the end of the calendar year. Throughout 2019-2021, CAEATFA worked on regulations to adopt changes to address the oversubscription and incorporate lessons learned. Modifications include creating different project pools for small, general, and large sized projects with set dollar amounts, lowering the annual per-applicant cap from \$20 million in STE to \$10 million, and revising the competitive criteria by which applicants are ranked. The changes were implemented to increase program reach while enabling more strategic investments of STE awards to help strengthen policy goals. Additionally, CAEATFA incorporated the application evaluation criteria requirements as amended by AB 176 during the regular rulemaking process in 2020.

In September 2022, the Governor signed into law AB 2887 (Eduardo Garcia, Chapter 248, Statutes of 2022) and AB 209 (Committee on Budget, Chapter 251, Statutes of 2022). AB 2887 increased the Program's annual statutory cap from \$100 million to \$150 million through its sunset date of January 1, 2026, and AB 209 allocated an additional \$15 million in STE for projects that manufacture, refine, extract, process, or recover lithium for years 2022 through 2024. However, because both bills affect the same section of CAEATFA's statute (Public Resources Code, Section 26001.8), the bill signed last superseded the bill signed first. With AB 209 being signed last, CAEATFA only received an additional \$15 million in STE to award for lithium extraction projects. Throughout 2022 and 2024, CAEATFA worked diligently with stakeholders, industry organizations, and other government entities in an effort to fully award the additional \$15 million for lithium manufacturers.

In October 2025, the Governor signed into law SB 86 (McNerney, Chapter 211, Statutes of 2025), which extended the Program's statutory sunset date from January 1, 2026 to January 1, 2028, and expanded the definition of "Alternative Sources" to include devices or technologies used for an electrical generation facility that uses nuclear fusion technology, making fusion-based energy projects eligible for STE benefits.

SB 86 also established new workforce standard requirements for applicants that, together with their parent corporations and subsidiaries, employ 500 or more employees. Beginning January 1, 2026, such applicants must certify that they and their contractors will:

1. provide comparatively good wages and benefits;
2. invest in employee training and development; and
3. adopt mechanisms to include worker voice and agency in the workplace.

Furthermore, to evaluate the effectiveness of the Program, SB 86 requires CAEATFA to submit a report to the Legislature by January 31, 2027, measuring:

1. the net effects of the sales and use tax exclusion on jobs and economic output, and
2. the net environmental impacts, including reductions in greenhouse gases, pollution, and energy consumption.

Current Program Status

Under the Program's statute, all applications are evaluated to determine the extent to which the anticipated benefits to the State from the project exceed the projected cost of the avoided sales and use tax. Specifically, through the net benefits test established in the Program's regulations, applicants are evaluated based on criteria designed to measure and quantify the fiscal and environmental benefits of their projects to the State.

CAEATFA staff evaluates the fiscal and environmental results that stem directly from the sales and use tax exclusion. Only the marginal additional production (and resulting fiscal and environmental benefits)

associated with the sales and use tax exclusion are included for purposes of evaluating applications. The marginal additional production directly from the STE is determined based on an estimated increase in equipment purchases resulting from the STE. That is, because the STE in effect lowers the cost of purchasing capital equipment, applicants are assumed to purchase more such equipment than would be the case in the absence of the STE.

The net present value of the total fiscal benefits over the lifetime of the qualified property is derived from the applicant's projected sales taxes, personal income taxes paid by the applicant's employees, corporation taxes on profits, property taxes and other indirect fiscal benefits of the applicant. The environmental benefits include estimates of the dollar value of greenhouse gas reductions and reduction of dependence on fossil fuels. The environmental benefits are also derived from the capacity of manufactured products to generate electricity from alternative sources, thereby reducing the need for traditionally generated electricity.

In 2021, lithium and geothermal were added to the Program's Emerging Strategic Industry list, reflecting California's growing emphasis on clean energy technologies and resource development. Lithium was prioritized due to its critical role in battery production for electric vehicles and energy storage systems, while geothermal was recognized for its potential to provide reliable, renewable baseload power. In 2025, the list was further expanded to include batteries, semiconductors, and research and development in nanotechnology. These sectors were identified as essential to advancing California's climate goals, strengthening domestic supply chains, and fostering innovation in advanced manufacturing and clean energy solutions.

Since the regulations were last modified in 2021, staff have conducted several application rounds in which projects were categorized into small, general, and large pools based on their STE request amounts. Through this experience, staff found that the process added unnecessary complexity and made the review procedure cumbersome. Additionally, staff learned that past implementations such as administrative and application fee refunds and STE utilization requirement extensions created an administrative burden for staff. With the anticipated increase in program participants, continuing these practices would only compound the workload and operational challenges.

Through additional lessons learned, CAEATFA is seeking to further streamline program administration through the emergency and formal rule making processes and standardizing program rules and compliance requirements. CAEATFA also seeks supported research to update the Emerging Strategic Industry list in alignment with clean energy priorities, technical advice related to the development of nuclear fusion technology to ensure readiness for future applications, reporting support to meet statutory requirements under SB 86, and analytical support to the Executive Director to enable data-driven and informed decision-making.

More information about the Program, its structure and the projects it has assisted can be found on CAEATFA's website at <http://www.treasurer.ca.gov/caeatfa/ste/index.asp>.

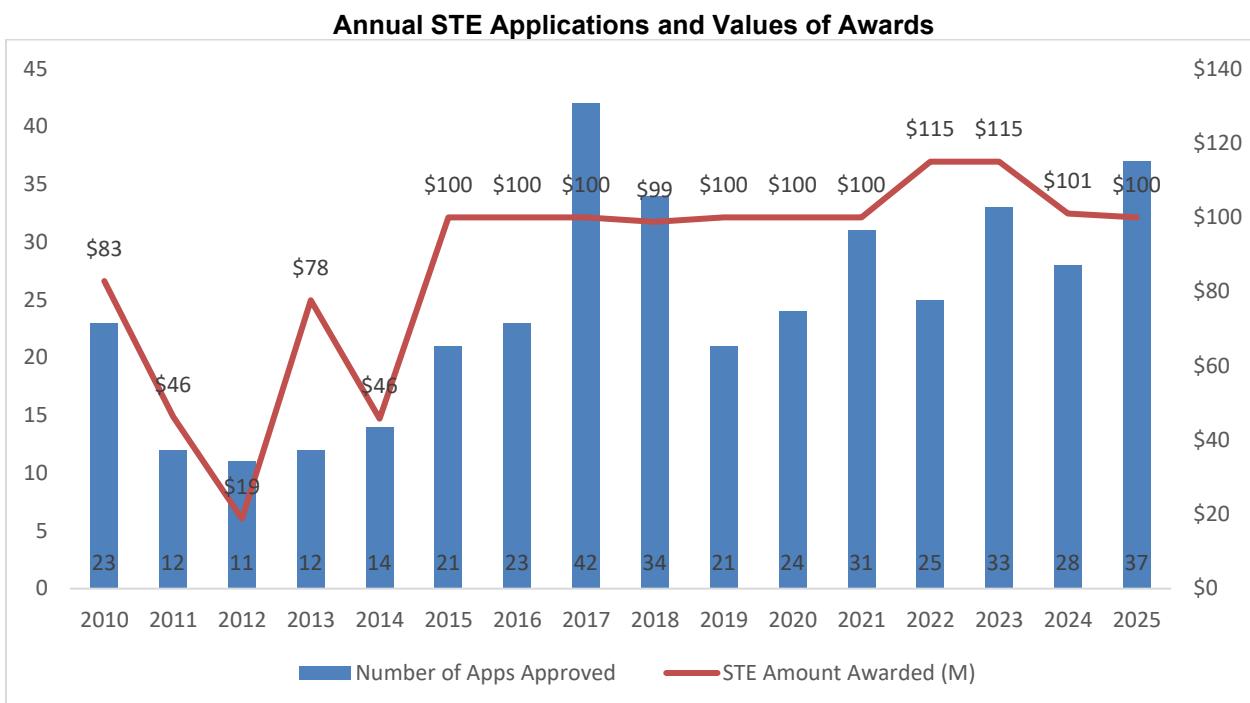
Program Activity

As of December 9, 2025, CAEATFA has approved 391 applications under the Program, 315 of which are currently active or complete. Together, these 315 projects are approved to purchase approximately \$13.3 billion in Qualified Property and represent a total of approximately \$1.12 billion in STE at the time of application submittal. These projects are estimated to bring the State approximately \$410 million in environmental benefits, and \$2.3 billion in fiscal benefits.

The Program has provided financial assistance for private and public entities in the fields of: industrial biotechnology, advanced materials, biopharmaceuticals, lithium ion battery production, integrated computational materials, electric vehicle manufacturing, solar photovoltaic manufacturing, landfill gas capture and production, materials recovery facilities, biogas capture and production (dairies and waste water treatment plants), renewable hydrogen fuel production, organics recycling, electric vehicle battery manufacturing, biomass processing and fuel production, semiconductors, aerospace, and others.

Based on the program's historical activities displayed in the table and bar graph below, CAEATFA anticipates fully awarding the \$100 million STE annual allocation in years 2026 and 2027. CAEATFA anticipates the upward trend in applications received to continue as outreach efforts and stakeholder engagement resume post-COVID-19.

| Number of STE Applications Approved and Received: 2010-2025 | | |
|---|-----------------------|-----------------------|
| Year | Applications Received | Applications Approved |
| 2010 | 31 | 26 |
| 2011 | 15 | 13 |
| 2012 | 14 | 11 |
| 2013 | 14 | 12 |
| 2014 | 23 | 15 |
| 2015 | 28 | 23 |
| 2016 | 35 | 24 |
| 2017 | 54 | 43 |
| 2018 | 40 | 34 |
| 2019 | 31 | 21 |
| 2020 | 35 | 24 |
| 2021 | 50 | 31 |
| 2022 | 52 | 25 |
| 2023 | 44 | 33 |
| 2024 | 34 | 28 |
| 2025 | 48 | 37 |



4. Scope of Work

Under the general direction of CAEATFA's Executive Director or designee, the Scope of Work under the Contract will include assistance, advice, and activities related to the Program, including program development, implementation, and administration. Services will be concentrated in providing technical assistance specific to program development and policies, including: updating program regulations, conducting research related to emerging strategic industries, analyzing program data and trends, reviewing STE applications, and assisting with reporting requirements as required by CAEATFA's authorizing statute.

The required services will vary depending on the project type, as well as stage of regulatory development and/or implementation. Services to be provided will include the items below and will be adjusted according to the appropriate stage of program development.

a. Program Implementation:

- i. Assist in the review and analysis of alternative source, advanced transportation, advanced manufacturing, and recycling applications as needed.
- ii. Review, propose, and implement adjustments to application evaluation methods and the net benefits test, as well as other evaluation criteria, as needed to enhance program effectiveness.
- iii. Assist with the identification of data variables and the development of data collection methods to assess whether approved project performance (economic and environmental benefits and industry standards) is consistent with expectations of applications evaluated and approved by the Board.
- iv. Assist in compliance with reporting requirements and requests for analysis and information from the Authority. This may include requests from legislative bodies, stakeholders, and others.
- v. Assist and advise CAEATFA staff in evaluating prior, current, or proposed projects and applications.
- vi. Draft the statutory report required by SB 86 for submission to the legislature before January 31, 2027.
- vii. Advise on the environmental impacts of fusion energy, support the completion of fusion energy manufacturing applications, and update application scoring criteria as necessary
- viii. Conduct research on emerging technologies and draft memos in support of modifications to the Program's Emerging Strategic Industry list.
- ix. Draft revisions to program regulations and assist with regulation process in response to any future legislation, or as needed.
- x. Work with stakeholders and industry experts as required to assist in the application process and expand CAEATFA's knowledge base.
- xi. Provide training for CAEATFA staff on various aspects of economic, environmental, and industry issues and analysis.
- xii. Participate in briefings for legislative staff and others as identified by CAEATFA.
- xiii. Provide technical assistance on economic, environmental and industry evaluation.
- xiv. Advise on outstanding policy issues and make recommendations on changes that may be necessary to enhance the effectiveness of the program.
- xv. Assist with the development of appropriate procedures and staff training materials.
- xvi. Provide additional related services that may be required.

- b. As Needed. The selected Contractor may be asked to assist with other related tasks as needed, if mutually agreed to by and between CAEATFA and the selected Contractor.
- c. Reports to the Authority. The selected Contractor may be asked to report to the Authority on a regular basis. This may include:
 - i. Regular progress reports via email or written correspondence in Word format. The timeframe for these reports may vary as needed (weekly, bi-weekly, monthly, quarterly) as mutually agreed to between CAEATFA and Contractor.
 - ii. Regular conference calls with CAEATFA staff to discuss said progress reports. The timeframe of these conference calls can vary as needed, between the office hours of 8:00 am - 5:00 pm, as mutually agreed to by and between CAEATFA and Contractor.
- d. Specific Contract Deliverables and Payment Method for Services.
 - i. All deliverables will be consistent with the Scope of Work described in this RFP; however, as noted above, services will vary depending on the STE Program's stage in the development and implementation of regulations, CAEATFA's fluctuating staffing level, and the number of applications received. The Contractor shall perform services on an "as needed" basis as designated by CAEATFA. The Contractor will submit invoices as described in Exhibit B of the Sample Agreement.
 - ii. Specific deliverables, responsibilities, and timetables may be established by and between CAEATFA and the Contractor in specific task orders. A task order will identify a "not-to-exceed" amount of compensation for specified services over a period of time. All task orders shall be made a part of the Contract.
 - (a) The selected Contractor will develop a work plan for each task order. A work plan will include:
 - (i) Task order name and number and a description of services to be provided.
 - (ii) Name(s) of individual(s) who will work on the task order, their titles/classifications and billing rates to be charged per hour, and anticipated hours to be spent on each portion of the project. The hourly rates and compensation schedules used in a task order will be as described in the awarded proposer's Cost Proposal (RFP Section C, Item 3) and indicated in the Rate Schedules provided by the proposer.
 - (iii) Estimated reimbursable expenses: a "not-to-exceed" price for the defined work, and elements deemed necessary by the Contractor and the Executive Director, Staff Services Manager II, or Staff Services Manager I.
 - (iv) Deliverable items required during or at completion of the task order work assignment.
 - (v) Anticipated schedule for completion of deliverables and overall task order.
 - (b) The Contractor will submit invoices toward each approved, discrete task order (see Exhibit B, Section 1.a., Invoicing and Payment: Task Orders in the Sample Agreement).
 - (c) As needed, further task orders can be created to incorporate additional specific services. If needed, a task order may be amended as services or costs change, or new task orders can be created to incorporate additional specific services.

5. Term of Agreement

The term of the Agreement will be for a three-year period beginning March 16, 2026 through March 15, 2029 and may not exceed \$299,000.00 over the entire term of the agreement. The effective date is either the proposed award date (RFP Section C, Item 1), or the date of approval of the Agreement by DGS, whichever is later. No work shall commence until the effective date.

B. MINIMUM QUALIFICATIONS FOR PROPOSERS

In preparing your proposal, please provide your firm's responses to the following requirements in the order listed in this RFP. Failure to meet the minimum qualifications will cause your proposal to be considered unresponsive and the proposal will be disqualified.

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

1. Proposer and any subcontractor identified in the proposal must be qualified to do business in the State of California. Proposer must submit all applicable required Attachments (1-16) with its proposal demonstrating compliance with this requirement.
2. An office established in the State of California.
3. Must have been in operation for a minimum of two (2) years providing the types of services required under the Contract.
4. Firm must not be a publicly traded corporation or subsidiary thereof that is incorporated offshore, even if the United States is the principal market for the public trading of the corporation's stock.
5. Firm must be free from conflicts of interest, not only at the time of selection, but throughout the term of the Contract ("Contract" or "Agreement") as well.
6. Firm must be immediately available to provide the services that will be set forth in the Contract.

C. PROPOSAL REQUIREMENTS AND INFORMATION

1. Key Action Dates

Prospective proposers are hereby advised of the following estimated schedule. Dates are subject to change due to administrative processing. Offerors must adhere to the RFP response submission due date and time.

| <u>Date</u> | <u>Action</u> |
|--|---|
| February 3, 2026 | RFP Advertisement in the California State Contracts Register (CSCR) |
| February 10, 2026 | Written questions must be received by CAEATFA by 12:00 noon |
| February 13, 2026 | Posting of responses to written questions on the CSCR and CAEATFA websites |
| February 19, 2026 at 3:00 p.m. PT | Deadline for submission of proposals Proposals must be received by CAEATFA at P.O. Box 942809, Sacramento, CA 94209, or Hand Delivered to 915 Capitol Mall, Sacramento, CA 95814 |

| | |
|--|---|
| February 19, 2026 – February 20, 2026 | Determination and evaluation of responsive proposals by an evaluation committee |
| February 23, 2026 | Notice of Intent to Award posted on CAEATFA website |
| March 16, 2026 | Anticipated commencement of agreement |

2. Questions and Answers

In the opinion of CAEATFA, this RFP is complete and without the need of explanation. However, if you have questions, or should you require any clarifying information, please email caeatfa@treasurer.ca.gov. Questions regarding this RFP must be submitted in writing no later than February 10, 2026 at 12:00 p.m. PT. Responses to questions will be provided on February 13, 2026 and will be made available in the California State Contracts Register located at <https://caleprocure.ca.gov/> and the CAEATFA website located at <https://www.treasurer.ca.gov/caeatfa/index.asp>.

3. Content and Format of Proposals

This RFP, the evaluation of proposals and award of any resultant Contract will be governed generally by the rules of this section and applicable State policy. The Bidder Instructions (<https://www.documents.dgs.ca.gov/dgs/FMC/GS/PD/DGSPD%20451.pdf>) provide general information for potential proposers describing how to provide a responsive proposal.

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

- a. Table of Contents.
- b. Executive Summary.
 - i. Conflicts of Interest. Firms must disclose any business relationships which may be construed to be potential conflicts of interest. CAEATFA may request interviews of firms for the purpose of clarifying any situations that could be construed to be a conflict of interest, and has the sole and exclusive authority to disqualify a firm if CAEATFA determines a conflict exists.
 - ii. Legal Actions. Describe any and all instances within the past 24 months of your firm's or any of its principals' involvement in any litigation, arbitration, disciplinary or other official actions arising from the firm's business.
- c. Firm Qualifications, Experience and References. CAEATFA expects to have a close working relationship with the selected firm as evidenced by the Scope of Work listed above, and requires the demonstration of a high degree of experience, training and proficiency in the conduct of the various functions performed. The firm should have a background in technical consulting services, practices and requirements. In addition, CAEATFA expects that the selected firm will comply with current program implementation standards and trends and will maintain appropriate expertise at the firm's own expense.

This section is intended to provide an opportunity for the firm to demonstrate its qualifications. Information provided will be used in the evaluation process as outlined in Section C, Item 6.

- i. Qualifications of the Firm. The Contractor must demonstrate a high degree of experience, training, and proficiency in the various functions to be performed under the Scope of Work. In addition, CAEATFA expects that the Contractor will be up-to-date with the most recent environmental and economic analyses as well as best practices and trends, and must maintain appropriate expertise and technology at the firm's own expense.

ii. **Experience as Contractor.** Discuss the overall experience of your firm that demonstrates your ability to successfully complete the Scope of Work (Section A, Item 4) and meet the Minimum Qualifications (Section B). Experience should include recent consulting services provided to state entities and others with similar projects.

Provide a detailed list of all consulting services by client or transaction for the past three years. This list can be included in this section of the proposal (Experience as Contractor) or at the end of the proposal. Indicate if the technical consulting service provided was transaction-specific or for a contracted period. Include locations of the firms' office as well as the name, title and telephone number of the contact for each firm.

iii. **References.** Submit a list of at least three references (clients) to which the firm has provided similar contract services within the past five (5) years, and contact numbers for each (Attachment 5).

d. **Personnel Experience and Qualifications.** Identify the personnel who will be providing the services required by the proposal, including years and type of experience for each person. Experience should include number of years at current firm as well as all prior service. Experience in technical consulting should be detailed, including technical consulting for State governmental agencies, or service as a technical consultant to a State agency, as well as private industry experience.

i. **Key Personnel.** Complete Attachment 4 regarding the key personnel (include partners and associates) who will be directly involved in providing the services required under the contemplated Contract. Provide a brief description of the background and experience of each individual, both at current firm and all prior service. Identify the role of each staff member who will serve in the Contract, his/her title, and the percentage of the total firm effort that will be provided by that individual.

ii. **Resumes.** Provide detailed resumes for individuals who will be directly involved in providing the services under the Agreement, including any proposed subcontractor firms and their employees.

The firm must ensure that the quality and availability of its personnel assigned to this Contract, including staff of subcontractors (if any), will be maintained over the term of the Agreement. Any changes in assigned personnel are at the discretion of the firm, provided that the qualifications and experience of any replacements are substantially the same or better than the original personnel. Contractor shall not substitute, replace or reassign Key Personnel without the prior approval of the State.

e. **Cost Proposal Format and Requirements.** The anticipated Contract for technical consulting services will be for a three-year period, using a monthly invoice procedure to compensate the firm based on actual hours and expenses as allowed under approved task orders. Services to CAEATFA would be on an as-needed basis, depending upon the volume of applications received, level of program assistance required, and any other requirements determined by CAEATFA. CAEATFA reserves the right to cap fees paid on individual transactions and/or task orders.

The cost proposal must identify lead personnel and billing rates as well as anticipated miscellaneous expenses. For evaluation purposes, the cost proposal must include the proposer's budget, work plan and work schedule for the Sample Task Order: Assistance Evaluating Applications, Revising Regulations, and Modifying Evaluation Criteria for the STE Program, to include anticipated employee hours for both professional and administrative support services; and reflect the cost for preparation of reports, analysis, manuals and other printed materials, anticipated travel, and other direct cost expenses. Use the Cost Proposal Worksheet (Attachment 6a) and Sample Task Order (Attachment 6b) as a guide in preparing your cost proposal.

Proposals submitted with a fee schedule not in compliance with these requirements will be rejected.

- f. Required Attachments. For the proposal to be considered responsive, all applicable required Attachments (1-16) must be completed and included with the proposal by the dates and times shown in Key Action Dates (RFP Section C, Item 1).

4. Submission of Proposals

- a. Proposals should provide straightforward and concise descriptions of the proposing firm's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements may be cause for rejection of a proposal.
- b. All proposals must be submitted under **sealed** cover and sent to CAEATFA by the date and time shown in Key Action Dates (Section C, Item 1). Proposals received after this date and time will not be considered.
- c. A minimum of one (1) unbound original and three (3) bound or unbound copies of the proposal must be submitted. All responses to this RFP must be submitted in hard copy and received by CAEATFA no later than 3:00 p.m. PT on February 19, 2026. Emailed or faxed submissions will not be accepted.
- d. 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.
- e. The proposal envelopes must be plainly marked with the RFP number and title, the firm name and address, and must be marked with "**DO NOT OPEN**", as shown in the following examples:

Mailing Address:

Subject – Request for Proposals – “STE Technical Consultant”
RFP #CAEATFA05-25

CAEATFA
Attn: Justin Gustafson
P.O. Box 942809
Sacramento, CA 94209
(916) 653-2635

DO NOT OPEN

Or Hand Deliver to:

Subject – Request for Proposals – “STE Technical Consultant”
RFP #CAEATFA05-25

CAEATFA
Attn: Justin Gustafson
915 Capitol Mall
Sacramento, CA 95814
(916) 653-2635

DO NOT OPEN

- f. If the proposal is made under a fictitious name or business title, the actual legal name of the firm must be provided.
- g. Proposals not submitted under sealed cover and marked as indicated may be rejected.
- h. All proposals must include the documents identified in Attachment 1, Required Attachment Checklist. Proposals not including the required attachments shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.
- i. Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
- j. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. CAEATFA may reject any or all proposals and may waive any immaterial deviation in a proposal. CAEATFA's waiver of an immaterial deviation shall in no way modify the proposal document nor excuse the proposer from full compliance with all requirements if awarded the Contract.
- k. Costs for developing proposals and in anticipation of award of the Agreement are entirely the responsibility of the proposer and shall not be charged to CAEATFA or the State of California.
- l. An individual who is authorized to bind the proposing firm contractually shall sign the Proposal/Proposer Certification Sheet (Attachment 2). The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
- m. A proposing firm may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline as set forth in the Key Action Dates. The submission of a new proposal must comply with requirements of this section. Proposal modifications offered in any other manner, oral or written, will not be considered.
- n. A proposer may withdraw its proposal by submitting a written withdrawal request, signed by the proposer or an authorized agent, to CAEATFA at the address identified in Item 4.e. above. A proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause after the proposal submission deadline.
- o. CAEATFA may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received an RFP package.
- p. CAEATFA reserves the right to reject all proposals. The agency is not required to award an agreement.
- q. Before submitting a response to this solicitation, proposers should review such response, correct all errors and confirm compliance with the RFP requirements.
- r. Where applicable, proposers should carefully examine work sites and specifications. No additions or increases to the Contract amount will be made due to a lack of careful examination of work sites and specifications.
- s. More than one proposal from an individual, firm, partnership, corporation or association, under the same or different names, will not be considered.
- t. The 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 upon either party.

- v. Conflict of Interest: The proposer/Contractor needs to be aware of the provisions regarding current or former state employees. If a Contractor has any questions on the status of any person rendering services or involved with the Contract, CAEATFA must be contacted immediately for clarification. (See Attachment 8, Contractor Certification Clauses (CCC 04/2017)).

5. Evaluation Process

- a. Each proposal will be date- and time-stamped as it is received; additionally, it will be verified that each proposal arrives properly sealed. Late proposals will not be accepted. Proposals shall remain confidential until the review process begins. At the time of proposal opening, each proposal shall be checked for the presence or absence of required information in conformance with the submission requirements of this RFP.
- b. CAEATFA staff shall evaluate each proposal to determine how responsive the firm is to the specific requirements contained in this RFP. Each proposal will be examined for the presence of required information as specified in the submission requirements of this RFP. The submission requirements are mandatory and failure to fully comply may be deemed grounds for automatic rejection.
- c. It is the proposing firm's responsibility to provide sufficient information in the proposal to permit CAEATFA staff to make an accurate assessment of the firm's ability to provide the services needed.
- d. If during the evaluation process CAEATFA staff is unable to assure itself of the proposing firm's ability to perform under the Contract (if Contract is awarded), CAEATFA staff has the option of requesting from the firm any information deemed necessary to determine the firm's qualifications. The firm shall be notified if such information is required, and shall be permitted five working days to submit the requested information.
- e. If the information submitted by the proposing firm is insufficient to satisfy CAEATFA staff as to the firm's suitability, CAEATFA staff may ask for additional information or reject the statement. The Authority's determination of the firm's qualifications shall be final.
- f. Proposals that contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the proposer, may be rejected.
- g. CAEATFA shall evaluate only those proposals from firms meeting the Minimum Qualifications for Proposers as defined in Section B as well as the Proposal Requirements in Section C.
- h. Award, if made, will be to the highest-scored responsive proposal.
- i. The proposals that meet the Minimum Qualifications for Proposers in Section B and the Proposal Requirements in Section C will be evaluated and scored according to the criteria indicated below. CAEATFA will only consider proposals scoring 85 or more points (within the good or excellent response percentage range shown below under "Percent of Maximum Score Allotted to Particular Weighted Criterion"). The selection will be made by an evaluation committee of CAEATFA on the basis of the following weighted factors (maximum points available for each criterion are noted).

| Rating/Scoring Criteria | Maximum Possible Points |
|---|-------------------------|
| i. <u>Qualifications of the Firm</u> . CAEATFA will evaluate the firm's overall experience as detailed in Firm Qualifications, Experience and References (Section C, Item 2.c.) for demonstration of its ability to successfully complete the Scope of Work as described in Section A. | 30 Points |
| ii. <u>Experience as Contractor</u> . CAEATFA will evaluate the firm's experience as a contractor to state or other government entities for demonstration of the firm's expertise specific to programs substantially similar to the STE Program. | 20 Points |
| iii. <u>Qualifications of Key Personnel</u> . CAEATFA will evaluate the individuals to be assigned to the Contract on the basis of background and experience in related work, including experience with alternative manufacturing technology and similar types of programs. | 15 Points |
| iv. <u>Fee Schedule (Cost)</u> . CAEATFA will evaluate the actual fees proposed, including the reasonableness of rates, estimated cost detail and effectiveness (given value of services to be obtained), and cost effectiveness (given the experience and qualifications of firm and its personnel). Pursuant to Section C, Item 3 of this RFP, for evaluation purposes, the cost proposal should include a work plan and work schedule for the Sample Task Order: AB 199 Recycled Feedstock STE Program Development and Early Implementation. | 35 Points |
| Maximum Total Possible Points | 100 Points |

The following scale will be used to score the responses to each scored category except costs:

| Points Awarded | Interpretation | General Basis for Point Assignment |
|----------------|--------------------|---|
| 100% | Exceptional | Category is addressed with the highest degree of confidence. Response exceeds the needs, requirements, and/or expectations with superior background, experience, expertise. |
| 80% | Excellent | Response fully meets the needs, requirements, and/or expectations with a high degree of confidence. Proposal offers one or more enhancing feature, method, or approach exceeding basic expectations. |
| 60% | Good | Response addresses the category being scored. Good degree of confidence with minimal weaknesses. |
| 40% | Adequate | Response is adequate to meet the needs, requirements, and/or expectations. Any omissions, flaws, or defects, are inconsequential and acceptable. |
| 20% | Minimally Adequate | Minimally addresses the category being scored, but one or more major considerations of the category are not addressed or are addressed in such a limited way that it results in a low degree of confidence. |
| 0% | Inadequate | Fails to address any portion of the category being scored. The omissions, flaws, or defects are significant and considered unacceptable. |

j. Cost Proposal Scoring. The lowest cost proposal is awarded the maximum cost points (35 points). Other proposals are awarded cost points based on the following calculation:

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

Cost points for Other Cost Proposal = (factor) x maximum cost points

EXAMPLE: A maximum of 35 points is available

$$\text{Lowest Cost Proposal} = \$224,250$$
$$\text{Other Cost Proposal} = \$299,000$$

$$\text{(Lowest cost proposal / other cost proposal)} = \$224,250 / \$299,000 = .75$$
$$\text{(Cost points awarded to other proposal} = .75 \times 35 = 26.5 \text{ points}$$

k. As part of its final evaluation process, CAEATFA may request oral presentations. If this option is exercised, CAEATFA shall provide the firms with at least a 72-hour notice. Presenters from the firm(s) must include the personnel who shall have primary responsibility for the services under the Contract.

CAEATFA reserves the right to:

- Request an interview with, and additional information from firms prior to final selection.
- Select the Contractor that, in CAEATFA's judgment, shall best meet the needs of CAEATFA, regardless of differences in estimated costs between firms.
- Consider information about a proposing Contractor in addition to the information submitted in the proposal or interview.

I. Tiebreaker

- i. In the event two (2) or more responsive and responsible proposers earn the highest score, the Agreement will be awarded to the responsive and responsible proposal earning the higher score in Qualifications of the Firm. If the scores for Qualifications of the Firm are the same, the contract will be awarded to the responsive and responsible proposal earning the higher score in the Qualifications of Key Personnel. If the scores in the Qualifications of Key Personnel are the same, the contract will be awarded to the responsive and responsible proposal earning the higher score for the Fee Schedule (Cost).
- ii. In the event of a precise tie between the low responsible bid of a certified small business and the low responsible bid of a certified disabled veteran owned business that is also a small business, the Agreement must be awarded to the disabled veteran owned small business according to the State Contracting Manual, Volume 1, Chapter 8.21.C.

6. Award and Protest

- a. Notice of the proposed award(s) shall be posted in a public place in the office of CAEATFA, 915 Capitol Mall, Sacramento, CA 95814 and on the following Internet site for five (5) working days prior to awarding the Contract(s): <http://www.treasurer.ca.gov/CAEATFA>.
- b. If any proposing firm, prior to the award of the Contract(s), files a protest with CAEATFA and the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, West Sacramento, CA 95605, on the grounds that the (protesting) firm would have been awarded a Contract had CAEATFA correctly applied the evaluation standard in the RFP, or had CAEATFA followed the evaluation and scoring methods in the RFP, the Contract(s) shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.

c. An initial statement of protest, including the RFP Number, the name of the State Agency, and the contact person listed within the RFP, should be submitted to:

CAEATFA
Attention: Jennifer Gill
P.O. Box 942809
Sacramento, CA 94209
caeatfa@treasurer.ca.gov

DGS, Office of Legal Services
Attention: Protest Coordinator
707 Third Street, 7th Floor, Suite 7-330
West Sacramento, CA 95605
OLSPProtests@dgs.ca.gov

d. If submitting the initial written statement of protest via mail, it is suggested that the firm do so by certified or registered mail.

e. Within five (5) days after filing the initial protest, the protesting firm shall file with the Department of General Services, Office of Legal Services and CAEATFA a full and complete written statement specifying the grounds for the protest.

f. If the protest is based on permissible grounds, DGS will decide the protest and prepare a written decision within 30 days of the final submission of evidence.

7. Disposition of Proposals

a. Upon proposal opening, all documents submitted in response to this RFP will become the property of CAEATFA and the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public. The State cannot prevent the disclosure of public documents. However, the contents of all proposals, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a proposer's proposal shall be held in the strictest confidence until the letter of Intent to Award Contract is posted.

8. Agreement Execution and Performance

a. Performance shall start not later than fifteen (15) days after the express date set by CAEATFA and the selected 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, CAEATFA, upon five (5) days' written notice to the Contractor, reserves the right to terminate the Agreement. In addition, the Contractor shall be liable to CAEATFA for the difference between the 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/Apply-for-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 its Small Business Certificate to obtain the preference. The 5% preference is issued only for computation purposes to arrive at the successful firms and does not alter the amounts of the actual 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.

2. Non-Small Business or Microbusiness Preference (<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Apply-for-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 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.

3. 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. See Attachment 15 for additional information.

4. Disabled Veteran Business Enterprise (DVBE) Incentive Program – OPTIONAL

Mandatory California Disabled Veteran Business Enterprise (DVBE) Program Participation has been waived for this proposal.

This solicitation provides an incentive for DVBE participation. The Department of General Services ("DGS") established a DVBE incentive pursuant to Senate Bill 115, Chaptered October 3, 2005 and the military and Veterans Code section 999.5(a). The regulations apply to all competitive solicitations for public works, services, goods, and information technology goods and services posted or released after October 9, 2007. The DVBE incentive is required in solicitations that include DVBE program requirements and may be offered in other competitive solicitations. Department of General Services' policy implements this program by rewarding prime proposers for increased DVBE participation: the more DVBE participation, the greater the incentive. This incentive program helps State agencies to meet their annual DVBE participation goals.

Attachment 16 outlines the DVBE Incentive Program. Proposers seeking the DVBE incentive must submit a completed DVBE Declarations form (DGS PD 843) that demonstrates DVBE participation

and qualification for a DVBE incentive, with proposal submittal. All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form(s). The DVBE Incentive participation is *optional* and at the discretion of the proposing firm.

NOTE: For this solicitation, the Incentive application is based on the High Score Method and shall not exceed five percent (5%) of the total score (see table in Attachment 16).

Any contract awarded to a company committing to subcontract with a certified DVBE will follow requirements as provided in MVC 999.7 including compliance with the Std. 817 reporting process, and permanent withhold and deductions for non-compliance.

E. REQUIRED ATTACHMENTS

For the proposal to be considered responsive, all required attachments listed on Attachment 1 must be completed and included with the proposal by the dates and times shown in Key Action Dates (Section C, Item 1).

California Alternative Energy and Advanced Transportation Financing Authority
Request for Proposals No. CAEATFA05-25
Attachment 1

ATTACHMENT 1

REQUIRED ATTACHMENT CHECKLIST

A complete proposal or proposal package will consist of the items identified below. Complete this checklist to confirm the items in your proposal. Place a check mark or "X" next to each item that you are submitting to the 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 Checklist |
| _____ | Attachment 2 – Proposal/Proposer Certification Sheet |
| _____ | Attachment 3 – Minimum Qualifications Certification |
| _____ | Attachment 4 – Key Personnel and Experience |
| _____ | Attachment 5 – Proposer References |
| _____ | Attachment 6a – Cost Proposal Worksheet |
| _____ | Attachment 6b – Sample Task Order |
| _____ | Attachment 7 – Payee Data Record (STD 204) |
| _____ | Attachment 8 – Contractor Certification Clauses (CCC 04/2017) |
| _____ | Attachment 9 – Darfur Contracting Act Certification |
| _____ | Attachment 10 – Generative Artificial Intelligence (GenAI) Notification |
| _____ | Attachment 11 – California Civil Rights Laws Certification |
| _____ | Attachment 12 – Bidder Declaration (GSPD-05-105) |
| _____ | Attachment 13 – Small Business or Microbusiness Preference (only if applicable) |
| _____ | Attachment 14 – Non-Small Business or Microbusiness Preference (only if applicable) |
| _____ | Attachment 15 – Target Area Contract Preference Act (TACPA) (only if applicable) |
| _____ | Attachment 16 – Disabled Veteran Business Enterprise (DVBE) Program Instructions (only if applicable) |

California Alternative Energy and Advanced Transportation Financing Authority
Request for Proposals No. CAEATFA05-25
Attachment 2

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.

**An Unsigned Proposal/Proposer Certification Sheet
Will 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 (DVBE) Solutions (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: Proof of Certification is required to be included if either of the above items is checked "Yes" and will be verified. Date application was submitted to OSDS, if an application is pending: | | |

California Alternative Energy and Advanced Transportation Financing Authority
Request for Proposals No. CAEATFA05-25
Attachment 2

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. |

California Alternative Energy and Advanced Transportation Financing Authority
Request for Proposals No. CAEATFA05-25
Attachment 3

ATTACHMENT 3

MINIMUM QUALIFICATIONS CERTIFICATION

The proposing company must certify that it fulfills all of the minimum qualifications outlined in Section B of Request for Proposals No. CAEATFA05-25 (RFP) by signing this attachment. The company also agrees to notify CAEATFA immediately upon any failure to continue to meet the minimum qualifications, if selected as the Contractor.

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

(Company Name)

(Name and Title of Authorized Individual)

(Authorized Signature)

(Date)

ATTACHMENT 4

KEY PERSONNEL & EXPERIENCE

Complete the following regarding the key personnel (include partners and associates) who will be directly involved in providing the services required under the contemplated Contract. Additionally, attach detailed resumes for individuals who will be directly involved in providing the services under the Agreement, including any proposed subcontractor firms and their employees.

| | |
|---|---|
| | |
| 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: | |

California Alternative Energy and Advanced Transportation Financing Authority
Request for Proposals No. CAEATFA05-25
Attachment 5

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 | | | |

California Alternative Energy and Advanced Transportation Financing Authority
Request for Proposals No. CAEATFA05-25
Attachment 6a

ATTACHMENT 6a

COST PROPOSAL WORKSHEET

Responsive proposals must include the firm's proposed hourly rates and miscellaneous expenses expected to be incurred for this Contract as shown in the sample table format provided below:

| Cost for Services | |
|--|--------------------|
| Staff Title | Hourly Rate |
| Managing Director/Partner | |
| Associate Director/Partner | |
| Senior Manager | |
| Analyst | |
| Assistant | |
| Miscellaneous Expenses Description: | |

Travel Costs. All travel must be pre-approved by the Executive Director. Travel, transportation and per diem expenses shall not exceed the rates payable to State employees; expenses must be itemized, and receipts must be attached to invoice. The firm shall submit detailed monthly invoices to CAEATFA for review and approval.

Anticipated Miscellaneous Expenses. Authorized miscellaneous expenses will be limited to \$50.00 per transaction, including but not limited to postage, mailing, courier, printing/reproduction costs, etc. unless prior approval is obtained. Please provide basis of estimate for these costs. CAEATFA will not reimburse the printing or copying of electronically received/delivered documents for a firm's in-house use. Miscellaneous expenses must be itemized, and receipts must be attached to invoice.

California Alternative Energy and Advanced Transportation Financing Authority
Request for Proposals No. CAEATFA05-25
Attachment 6b

ATTACHMENT 6b

SAMPLE TASK ORDER

[CAEATFA Letterhead]

[Date]

[Contractor Contact Name and Address]

Re: **Contract #CAEATFA05-25 Sample Task Order: Statutory Report to the Legislature Pursuant to SB 86 (2025) and Section 6010.8(b) of the Revenue and Taxation Code**

Dear [Contact Name]:

Thank you for serving as a consultant to the California Alternative Energy and Advanced Transportation Financing Authority ("Authority" or "CAEATFA") pursuant to Agreement No. CAEATFA05-25 (the "Contract") dated [Contract Date], between CAEATFA and [Contractor Firm].

This task order serves to specify the scope of work CAEATFA is requesting of [Contractor Firm] to produce a report to the California State Legislature, due before January 31, 2027, for the Sales and Use Tax Exclusion (STE) Program. This report is mandated pursuant to Section 26011.8 of the Public Resources Code, and Section 6010.8(b) of the Revenue and Taxation Code, each as amended by Sections 3, 6 and 8 of Chapter 211 of the Statutes of 2025 (SB 86).

Your services under this task order will be to measure:

1. The net effects of the sales and use tax exclusion on jobs and economic output.
2. The net environmental effects of the sales and use tax exclusion.

Work will include, but is not limited to: collecting and analyzing relevant program data from the STE Program's annual compliance reports; explaining the methodology used for evaluating projects; providing performance metrics; preparing a comprehensive report that includes findings, supporting data, and explanations of assumptions; and offering recommendations, where appropriate, to improve program effectiveness and alignment with California's clean energy and workforce development objectives.

Some of the services described above will be required on an as-needed basis, and may be requested by CAEATFA staff in writing via email during the term of this task order. For the purposes of such requests, the following individuals can represent the two entities:

CAEATFA

Christina Sarron, Executive Director
Lynn Cach, Deputy Executive Director
Jennifer Gill, Operations Manager
Xee Moua, Program Manager

[Consultant]

_____, Partner [or similar title]
_____, Partner [or similar title]

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Please submit a work plan for CAEATFA's review and approval, including any assumptions, a budget, a timeline, a list of deliverables, the names of all individuals who will work on the project, and estimated reimbursable expenses. Upon CAEATFA's review and approval of your work plan, it will be incorporated into the final task order for invoicing purposes.

In addition, as outlined in the Contract, all travel must be approved by the Executive Director in advance and will be reimbursed at state travel rates. For the purposes of this task order, CAEATFA approves [name of Contractor principal]'s travel to all public workshops and board meetings specific to the emergency or regular rulemaking process.

The fees for your services indicated above will not exceed \$35,000.00 for the period from August 1, 2026 through October 31, 2026 (three months). If in the future it appears that you may need to increase the budget for this task, you must contact us to negotiate any amendments.

We look forward to working with you. Upon CAEATFA's review and approval of your work plan, it will be incorporated into this task order for invoicing purposes.

If you have any questions regarding this matter, please don't hesitate to contact me or Xee Moua of my staff.

Sincerely,

Christina Sarron
Executive Director

* * *

Agreed to this _____ day of _____, 202____

By: **[Contractor Firm]**

Signature

Printed Name, Title

SAMPLE TASK ORDER

[Proposer Letterhead]

TASK ORDER NO. SAMPLE WORK PLAN

List of Deliverables (to be completed by Proposer)

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

(etc.)

California Alternative Energy and Advanced Transportation Financing Authority
Request for Proposals No. CAEATFA05-25
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Anticipated Hours

Deliverables will be achieved according to the following anticipated staff work:

| Deliverable # | Task | Personnel Level | Hourly Rate | Anticipated # of Hours |
|----------------------|-------------|------------------------|--------------------|-------------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

Names and Titles of Key Personnel

The following individuals will participate in the project tasks identified in the Work Plan:

| Name | Title | Level |
|-------------|--------------|--------------|
| | | |
| | | |
| | | |
| | | |
| | | |

California Alternative Energy and Advanced Transportation Financing Authority
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Budget
(including estimated reimbursable expenses)

| <u>Personnel Title and Level</u> | <u>Total Hours</u> | <u>Hourly Rate</u> | <u>Cost</u> |
|----------------------------------|--------------------|--------------------|-------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

Sub-Total Personnel Work Cost: \$ _____

Expenses

| | |
|--|--|
| Travel (billed at current State rates) | |
| Misc. (billed at actual cost) | |

Sub-Total Expenses: \$ _____

Estimated Project Total: \$ _____

CAEATFA's Approval of Work Plan

By: _____ Date: _____
[Printed Name]
[Title]

California Alternative Energy and Advanced Transportation Financing Authority
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Attachment 7

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 (CCC 04/2017)

(<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>)

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

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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 lesser 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.

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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.

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ATTACHMENT 9

DARFUR CONTRACTING ACT CERTIFICATION

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

Therefore, to be eligible to submit a proposal, please insert your company name and Federal ID Number and complete only one of the following three paragraphs:

1.
Initials We do not currently have, and have not had within the previous three years, business activities or other operations outside of the United States.
OR
2.
Initials We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our proposal.
OR
3.
Initials We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer to the clause listed above.

This certification is made under the laws of the State of California.

| | |
|---|--|
| <i>Company/Vendor Name (Printed)</i> | <i>Federal ID Number</i> |
| <i>By (Authorized Signature)</i> | |
| <i>Printed Name and Title of Person Signing</i> | |
| <i>Date Executed</i> | <i>Executed in the County and State of</i> |

ATTACHMENT 10

GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) NOTIFICATION

The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI tools, while balancing the risks of these new technologies.

Government Code 11549.64 defines Generative Artificial Intelligence (GenAI) as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data.

Proposer must notify the State in writing if it:

1. Intends to provide GenAI as a deliverable to the State; or
2. Intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts:
 - i. functionality of a State system,
 - ii. risk to the State, or
 - iii. contract performance.

For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) [S4986.2](#) – Definitions for GenAI.

Failure to report GenAI to the State may result in disqualification. The State reserves the right to seek any and all relief to which it may be entitled to as a result of such non-disclosure.

Upon notification by a Proposer of GenAI as required, the State reserves the right to incorporate GenAI Special Provisions into the final contract or reject proposals that present an unacceptable level of risk to the State.

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Attachment 11

ATTACHMENT 11

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> |

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Attachment 12

ATTACHMENT 12

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.documents.dgs.ca.gov/dgs/fmc/gs/pd/gspd05-105.pdf>

ATTACHMENT 13

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/Apply-for-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 14

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/Apply-for-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 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 5 percent (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](#))

CAEATFA 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.

ATTACHMENT 16

CALIFORNIA DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)
PROGRAM PARTICIPATION INSTRUCTIONS
(If Applicable)

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 bidder. The DVBE incentive is for evaluation purposes only. Application of the DVBE incentive shall not displace an award to a small business with a non-small business.

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

DVBE PARTICIPATION COMMITMENT. **Proposers seeking the DVBE incentive must submit a completed Disabled Veteran Business Enterprise Declaration, DGS PD 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/qs/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.

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Attachment 16

RESOURCES AND INFORMATION*

| | |
|---|--|
| U.S. Department of Labor: System for Award Management Formerly Central Contractor Registration on-line database https://www.dol.gov/general/business-ccr | FOR: Service-Disabled Veteran-Owned Businesses in California |
| Local Organizations: DVBE local contacts https://www.dgs.ca.gov/PD-Advocates | FOR: List of Potential DVBE Subcontractors |
| Department of General Services, Procurement Division (DGS-PD) eProcurement: Website: https://caleprocure.ca.gov/pages/index.aspx Phone: (916) 375-2000 Email: eprocure@dgs.ca.gov | FOR: <ul style="list-style-type: none">• 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: osdchelp@dgs.ca.gov | FOR: <ul style="list-style-type: none">• 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(/)

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

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 Alternative Energy and Advanced Transportation Financing Authority

CONTRACTOR NAME

(To be Determined)

2. The term of this Agreement is:

START DATE

March 16, 2026 (or upon approval by the Department of General Services, whichever is later)

THROUGH END DATE

March 15, 2029

3. The maximum amount of this Agreement is:

\$299,000.00 (two hundred ninety-nine 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 | 3 |
| Exhibit A, Attachment 1 | Key Personnel Resumes | 1 |
| Exhibit A, Attachment 2 | Sales and Use Tax Exclusion Program Regulations | 1 |
| Exhibit A, Attachment 3 | Sales and Use Tax Exclusion Program Application (Part A & Part B) | 1 |
| Exhibit B | Budget Detail and Payment Provisions | 3 |
| Exhibit C * | General Terms and Conditions (GTC 02/2025) | 1 |
| Exhibit D | Special Terms and Conditions | 7 |
| Exhibit E | Additional Provisions | 3 |
| | RFP and Contractor's Response are incorporated by reference and made 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.)

(To be Determined)

| | | | |
|---------------------------------|-------------|-------|-----|
| CONTRACTOR BUSINESS ADDRESS | CITY | STATE | ZIP |
| PRINTED NAME OF PERSON SIGNING | TITLE | | |
| CONTRACTOR AUTHORIZED SIGNATURE | DATE SIGNED | | |

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

PURCHASING AUTHORITY NUMBER (If Applicable)

SAMPLE

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Alternative Energy and Advanced Transportation Financing Authority

CONTRACTING AGENCY ADDRESS

P.O. Box 942809

CITY

Sacramento

STATE

CA

ZIP

94209

PRINTED NAME OF PERSON SIGNING

Christina Sarron

TITLE

Executive Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. Scope of Work

Under the general direction of CAEATFA's Executive Director or designee, the Scope of Work under the Contract will include assistance, advice, and activities related to the Program, including program development, implementation, and administration. Services will be concentrated in providing technical assistance specific to program development and policies, including: updating program regulations, conducting research related to emerging strategic industries, analyzing program data and trends, reviewing STE applications, and assisting with reporting requirements as required by CAEATFA's authorizing statute.

The required services will vary depending on the project type, as well as stage of regulatory development and/or implementation. Services to be provided will include the items below, and will be adjusted according to the appropriate stage of program development.

a. Program Implementation:

- i. Assist in the review and analysis of alternative source, advanced transportation, advanced manufacturing, and recycling applications as needed.
- ii. Review, propose, and implement adjustments to application evaluation methods and the net benefits test, as well as other evaluation criteria, as needed to enhance program effectiveness.
- iii. Assist with the identification of data variables and the development of data collection methods to assess whether approved project performance (economic and environmental benefits and industry standards) is consistent with expectations of applications evaluated and approved by the Board.
- iv. Assist in compliance with reporting requirements and requests for analysis and information from the Authority. This may include requests from legislative bodies, stakeholders, and others.
- v. Assist and advise CAEATFA staff in evaluating prior, current, or proposed projects and applications.
- vi. Draft the statutory report required by SB 86 for submission to the legislature before January 31, 2027.
- vii. Advise on the environmental impacts of fusion energy, support the completion of fusion energy manufacturing applications, and update application scoring criteria as necessary
- viii. Conduct research on emerging technologies and draft memos in support of modifications to the Program's Emerging Strategic Industry list.
- ix. Draft revisions to program regulations and assist with regulation process in response to any future legislation, or as needed.
- x. Work with stakeholders and industry experts as required to assist in the application process and expand CAEATFA's knowledge base.
- xi. Provide training for CAEATFA staff on various aspects of economic, environmental, and industry issues and analysis.
- xii. Participate in briefings for legislative staff and others as identified by CAEATFA.
- xiii. Provide technical assistance on economic, environmental and industry evaluation.

EXHIBIT A
(Standard Agreement)

- xiv. Advise on outstanding policy issues and make recommendations on changes that may be necessary to enhance the effectiveness of the program.
- xv. Assist with the development of appropriate procedures and staff training materials.
- xvi. Provide additional related services that may be required.

b. As Needed. The Contractor may be asked to assist with other related tasks as needed, if mutually agreed to by and between CAEATFA and the Contractor.

c. Reports to the Authority. The Contractor may be asked to report to the Authority on a regular basis. This may include:

- i. Regular progress reports via email or written correspondence in Word format. The timeframe for these reports may vary as needed (weekly, bi-weekly, monthly, quarterly) as mutually agreed to between CAEATFA and Contractor.
- ii. Regular conference calls with CAEATFA staff to discuss said progress reports. The timeframe of these conference calls can vary as needed, between the office hours of 8:00 am - 5:00 pm, as mutually agreed to by and between CAEATFA and Contractor.

d. Specific Contract Deliverables and Payment Method for Services.

- i. All deliverables will be consistent with the Scope of Work described in this RFP; however, as noted above, services will vary depending on the STE Program's stage in the development and implementation of regulations, CAEATFA's fluctuating staffing level, and the number of applications received. The Contractor shall perform services on an "as needed" basis as designated by CAEATFA. The Contractor will submit invoices as described in Exhibit B.
- ii. Specific deliverables, responsibilities, and timetables may be established by and between CAEATFA and the Contractor in specific task orders. A task order will identify a "not-to-exceed" amount of compensation for specified services over a period of time. All task orders shall be made a part of the Contract.
 - (a) The Contractor will develop a work plan for each task order. A work plan will include:
 - (i) Task order name and number and a description of services to be provided.
 - (ii) Name(s) of individual(s) who will work on the task order, their titles/classifications and billing rates to be charged per hour, and anticipated hours to be spent on each portion of the project. The hourly rates and compensation schedules used in a task order will be as described in the Cost Proposal and indicated in the Rate Schedules incorporated in Exhibit B.
 - (iii) Estimated reimbursable expenses: a "not-to-exceed" price for the defined work, and elements deemed necessary by the Contractor and the Executive Director, Staff Services Manager II, or Staff Services Manager I.
 - (iv) Deliverable items required during or at completion of the task order work assignment.
 - (v) Anticipated schedule for completion of deliverables and overall task order.
 - (b) The Contractor will submit invoices toward each approved, discrete task order (see Exhibit B, Section 1.a., Invoicing and Payment: Task Orders).

EXHIBIT A
(Standard Agreement)

iii. As needed, further task orders can be created to incorporate additional specific services. If needed, a task order may be amended as services or costs change, or new task orders can be created to incorporate additional specific services.

2. Term of Agreement

The term of the Agreement will be for a three-year period beginning March 16, 2026 through March 15, 2029 and may not exceed \$299,000.00 over the entire term of the agreement. The effective date is either the proposed award date, or the date of approval of the Agreement by DGS, whichever is later. No work shall commence until the effective date.

3. Project Representatives

| State Agency: California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA) | Contractor: To Be Determined |
|---|--|
| Name: Christina Sarron, Executive Director | Name: |
| Address: P.O. Box 942809 Sacramento, CA 94209 | Address: |
| Phone: (916) 651-8157 | Phone: |
| Email: csarron@treasurer.ca.gov | Email: |

Direct all inquiries to:

| State Agency: California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA) | Contractor: To Be Determined |
|---|--|
| Section/Unit: CAEATFA | Section/Unit: |
| Attention: Justin Gustafson | Attention: |
| Address: P.O. Box 942809 Sacramento, CA 94209 | Address: |
| Phone: (916) 653-2635 | Phone: |
| Email: jgustafson@treasurer.ca.gov | Email: |

EXHIBIT A, ATTACHMENT 1
(Standard Agreement)

KEY PERSONNEL RESUMES

SAMPLE

EXHIBIT A, ATTACHMENT 2
(Standard Agreement)

SALES AND USE TAX EXCLUSION PROGRAM REGULATIONS

Exhibit A, Attachment 1, Sales and Use Tax Exclusion Program Regulations, is hereby incorporated by reference and made part of this Agreement as if attached hereto. The Sales and Use Tax Exclusion Program Regulations may be viewed and downloaded at:

<https://www.treasurer.ca.gov/caeatfa/ste/regulations/20220407/full-ste-regulations.pdf>

EXHIBIT A, ATTACHMENT 3
(Standard Agreement)

SALES AND USE TAX EXCLUSION PROGRAM APPLICATION (PART A & PART B)

Exhibit A, Attachment 3, Sales and Use Tax Exclusion Program Application, is hereby incorporated by reference and made part of this Agreement as if attached hereto.

The Sales and Use Tax Exclusion Program Application Part A may be viewed and downloaded at:

<https://www.treasurer.ca.gov/caeatfa/ste/application/application-part-a.pdf>

The Sales and Use Tax Exclusion Program Application Part B may be viewed and downloaded at:

<https://www.treasurer.ca.gov/caeatfa/ste/application/application-part-b.pdf>

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

For services satisfactorily rendered, and upon receipt and approval of invoices in consideration of the services described in Exhibit A, Scope of Work, CAEATFA agrees to pay the Contractor for actual expenditures incurred in accordance with the rates specified below.

| Staff Name | Title | Hourly Rate |
|------------|-------|-------------|
| | | |
| | | |
| | | |
| | | |

- a. Task Orders: The Contractor shall perform services designated by CAEATFA under specific Task Order work assignments, as mutually agreed upon in writing by CAEATFA and the Contractor. Upon CAEATFA's written request of the Contractor for specific task deliverables to be completed by a due date, the Contractor shall provide the Executive Director with a detailed work plan, to include: a description of the activities to be performed and hours proposed by task and by individual; a proposed schedule for task completion, including any deliverable items required during or at completion of the task order work assignment; and estimated reimbursable expenses. Payment for specific Task Order assignments shall not exceed the amount of the Task Order and must be approved in writing in advance by the Executive Director.
- b. The Contractor will submit invoices for review and approval (as described in the Sample Billing provided on page 3 below) that clearly identify the Task Order associated with each line item. The Contractor shall work with CAEATFA in an ongoing manner to ensure that monthly invoicing conforms to contract terms and is conducive to accurate contract accounting and reporting.
- c. Invoices shall be provided to CAEATFA on a **monthly** basis in arrears, shall include Agreement Number CAEATFA05-25, the specific dates (month, day and year) covered by the invoice, and be addressed as follows:

Christina Sarron, Executive Director
 California Alternative Energy and Advanced Transportation
 Financing Authority (CAEATFA)
 P.O. Box 942809
 Sacramento, California 94209

Invoices shall be sent via email to caeatfa@sto.ca.gov with copies to CAEATFA personnel as instructed at the commencement of the Contract.

Itemized billings must include the following:

- i. Project name, Agreement Number, Task Order number, name(s) of individual(s) who performed work, services provided, and dates and hours worked at the approved rates.

EXHIBIT B
(Standard Agreement)

- ii. Itemized reimbursable expenses, along with receipts.
- iii. Sufficient detail regarding the activity engaged in or the services provided includes, at a minimum:
 - For preparation of documents, a brief description of the document prepared;
 - For attendance, or preparation for attendance, at a meeting, hearing, or other event, a brief description of the purpose of the meeting, hearing or event;
 - For telephone conversations, the name of the party/ies to the conversation and a brief description of the subject matter discussed;
 - For strategy conferences, the name of the parties participating in the strategy conference and a brief description of the subject matter discussed; and for research, a brief description of the issues researched.
- d. All travel must be pre-approved by the Executive Director. Travel, transportation and per diem expenses shall not exceed the rates payable to State employees.
- e. The maximum amount of compensation to Contractor under this Agreement shall not exceed **\$299,000.00** for the entire term of this Agreement including all optional extensions.
- f. Progress payments are permitted for work completed under this Agreement. Ten percent (10%) of the invoiced amount may be withheld pending final completion of each task and acceptance by CAEATFA, upon which CAEATFA will disburse the remaining 10% held back and owing to the Contractor.

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
(Standard Agreement)

SAMPLE BILLING
(Contractor Firm's Letterhead)

Invoice No. _____
Invoice Date: _____

Christina Sarron, Executive Director
California Alternative Energy and Advanced Transportation
Financing Authority (CAEATFA)
P.O. Box 942809
Sacramento, California 94209

Agreement No.: CAEATFA05-25

| Task Order Number and Services Provided | Key Personnel Name and Title/Classification | Hours | Amount/Hour | Cost |
|---|---|-------|----------------|------|
| | | | | \$ |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| Total Hours: | | | TOTAL COST: \$ | |

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

Exhibit C to this Agreement, the General Terms and Conditions (GTC 02/2025), 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

EXHIBIT D
(Standard Agreement)

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 Section 3 of Exhibit A specific staff representatives for the purpose of communication between the parties. Any notice or other written communication required, or which may be given hereunder shall be deemed given when delivered personally, or by mail three (3) days after the date of mailing, unless by express mail then upon the date of confirmed receipt, to the representatives named in 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.

EXHIBIT D
(Standard Agreement)

13. Permits and Licenses

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

14. Books and Records

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

15. Key Personnel

- a. A resume for each member of Contractor's staff who will exercise a significant administrative, policy, or consulting role under this Agreement is attached to this Agreement as Attachment 1 to Exhibit A. These members of Contractor's staff shall be hereafter referred to (both individually and collectively) as "Key Personnel."
- b. Contractor shall not substitute, replace, or reassign Key Personnel without the prior approval of the State.
- 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.

EXHIBIT D
(Standard Agreement)

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

EXHIBIT D
(Standard Agreement)

of which in the aggregate would have a material adverse effect on the properties, business, prospects, earnings, assets, liabilities or condition (financial or otherwise) of Contractor.

25. Power and Authority

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

26. Signature Authorization

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

27. Entire Agreement; Order of Precedence

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

28. Termination at Option of the State

In addition to the provisions of Paragraph 7 of Exhibit C (General Terms and Conditions), this Agreement may be terminated in whole or in part at any time upon 30 calendar 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.

EXHIBIT D
(Standard Agreement)

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 affect 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

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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

The State 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.

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ADDITIONAL PROVISIONS

1. Progress Payments

Progress payments are permitted for tasks completed under this Agreement. Ten percent (10%) of the invoiced amount shall be withheld pending final completion of each task. Any funds withheld with regard to a particular task may be paid upon completion of that task.

2. Conflict of Interest; No Profit

- a. Contractor certifies that its employees and the officers of its governing body shall avoid any actual or potential conflicts of interest, and that no officer or employee who exercises any functions or responsibilities in connection with this Agreement shall have any personal financial interest or benefit which either directly or indirectly arises from this Agreement.
- b. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose which could result in private gain, or which gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

3. Confidentiality and Data Safeguards

Definitions:

- a. *Confidential Information* means any non-public information, whether in written, oral, graphic, electronic or any other form, including without limitation, unpublished financial information, state plans and practices, and projections, and marketing data, business, financial, technical information, user manuals, forecasts, analyses, software and processes, or information which would be deemed by a reasonable person to be confidential or proprietary in nature. Confidential Information also means an individual's health, genetic or biometric information, race, ethnic origin, sexual orientation, religious or political, beliefs/affiliation, or criminal record. The contracting state agency may also designate information as "Confidential" or "Proprietary."
- b. *Personal Information* as set forth in Civil Code section 1798.3, subdivision (a) of the California Information Practices Act (§1798 et. seq) means any information that is maintained by an agency that identifies or describes an individual, including, but not limited to, their name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. It includes statements made by, or attributed to, the individual.
- c. *State Data* means all information and data owned by the State and submitted to, processed by, or stored by the Contractor and includes, but is not limited to, all data/information that originated with the State, all data/information provided by the State, and data/information generated, manipulated, produced, reported by or otherwise emanating from or by applications run by the State. State Data encompasses Confidential Information and Personal Information.
- d. *Security Incident* means any actual or suspected unauthorized access, destruction, loss, theft, use, modification, or disclosure of State Data.

4. Data Privacy and Confidentiality

- a. Contractor shall not collect, use, retain, disclose, sell or otherwise make use of State Data for Contractor's own commercial purposes or in a way that does not comply with the purpose of this

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Contract or applicable law. If an applicable law requires Contractor to disclose State Data, the Contractor must first inform the State of the legal requirement and give State an opportunity to object or challenge the requirement, unless the applicable law prohibits such notice.

- b. Contractor shall ensure confidentiality and security of State Data. Contractor shall ensure that all its personnel as well as personnel of its subcontractors with access to State Data comply with security and confidentiality obligations set forth in the Contract.
- c. Contractor will not disclose State Data or allow access to such information to any third party without the State's prior written consent; provided, however, that Contractor may disclose State Data to its affiliates and subcontractors for purposes of providing the services to the State under this Contract. Contractor will be liable for all actions by the subcontractor related to the use, processing and/or disclosure of State Data.
- d. Contractor will return or render permanently unreadable and unrecoverable all State Data at the end of this Contract or upon the State's written request unless State Data must be retained by Contractor to comply with applicable laws. Erasure or destruction of all State Data in Contractor's possession shall be in accordance with State's standard for data destruction, which State shall provide to Contractor. Contractor shall provide certification of destruction to State.

5. Data Protection

- a. **Safeguards.** Contractor shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards in accordance with applicable laws, policies, and regulations at all times during the Contract term to protect State Data, systems, and services, from unauthorized or unlawful use, access, modification, disclosure or destruction, introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts.
- b. **Security Incident.** Unless otherwise specified in the Contract or Statement of Work, upon discovery or reasonable belief of any Security Incident, Contractor shall notify the State in writing by the fastest means available, in no event greater than 48 hours after such discovery or belief.
 - i. Contractor's notification shall identify, to the full extent known to Contractor:
 - The nature of the Security Incident;
 - The State Data improperly accessed, used, or disclosed;
 - The individual records improperly accessed, used, or disclosed if Confidential Information or Personal Information is involved;
 - The person(s) who improperly accessed, used, disclosed or received State Data;
 - What Contractor has done or will do to quarantine and remediate the Security Incident; and
 - What corrective action(s) Contractor has taken or will take to prevent future Security Incidents.
 - ii. Contractor shall take prompt corrective action to mitigate any risks or damages involved with the Security Incident.
 - iii. If Contractor experiences a Security Incident, the State shall determine whether notification to any individuals whose State Data has been improperly accessed, lost or breached is appropriate. If Confidential Information or Personal Information is reasonably believed to have been improperly accessed or acquired by an unauthorized person as a result of a Security Incident that is not due to the fault of the State or any person or entity under the control of the State, Contractor shall bear any and all costs associated with the State's notification obligations as required by all applicable laws and regulations, as well as the cost of credit monitoring. Contractor shall immediately investigate the Security Incident and shall share the investigation report with the State. The State or its authorized agents reserve the right to lead (if required by

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law) or participate in the investigation. Contractor shall cooperate fully with the State, its agents, and law enforcement.

6. Survival

These privacy, confidentiality, and protection obligations of Contractor, its, agents, successors, and/or assigns, continues for so long as Contractor has access to State Data, including required retention or storage timeframes after Contract termination or expiration.