



CALIFORNIA ALTERNATIVE ENERGY AND ADVANCED  
TRANSPORTATION FINANCING AUTHORITY

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**CALIFORNIA ALTERNATIVE ENERGY  
AND ADVANCED TRANSPORTATION  
FINANCING AUTHORITY (CAEATFA)**

**REQUEST FOR PROPOSAL-Secondary  
CONTRACT NO. CAEATFA03-23  
Trustee Services for the California Hub for Energy Efficiency  
Financing (CHEEF) Programs**

**Notice to Prospective Proposers**

**MEMBERS**

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State Treasurer

MALIA M. COHEN  
State Controller

JOE STEPHENSHAW  
Director of Finance

DAVID HOCHSCHILD  
Chair  
Energy Commission

ALICE BUSCHING REYNOLDS  
President  
Public Utilities Commission

**EXECUTIVE DIRECTOR**  
Claudia Quezada, EdD

October 31, 2023

You are invited to review and respond to this Request for Proposal (“RFP”) Number CAEATFA03-23. The California Alternative Energy and Advanced Transportation Financing Authority (“CAEATFA” or the “Authority”), a public instrumentality of the State of California, seeks to retain a qualified firm (“Trustee” or “Contractor”) to manage funds for the California Hub for Energy Efficiency Financing (“CHEEF”) energy efficiency financing programs (the “Programs”). 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 November 6, 2023 at 12:00 p.m. (noon) PT. Responses to the questions will subsequently be posted within several days 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”) seeks proposals from which to select a qualified firm (“Trustee” or “Contractor”) to provide assistance to the Authority with fund management administration for the several Statewide Energy Efficiency Financing Programs (“Programs”), authorized by the California Public Utilities Commission (“CPUC”), which are currently in various stages of implementation and development, as described below. In addition, as discussed below, these Programs are anticipated to grow and expand in their anticipated transition from pilots to longer term programs, both in the types of measures that can be installed and in their availability throughout the State. The Trustee will hold and disburse funds on behalf of CAEATFA and provide monthly account statements; monthly and annual transaction reports; and on-demand electronic account viewing to CAEATFA and lenders participating in the Programs.

The selection of the Trustee will be based not only on the reasonableness of the proposed fees, but also on assurances that the selected firm will provide competent and responsive service to CAEATFA in all subject areas described in the Scope of Work (Section A.4.) and will meet or exceed the Minimum Qualifications for Proposers (Section B). Demonstration of relevant experience should focus on similar services. The firm must be free from actual conflicts of interest not only at the time of selection, but throughout the term of the Trustee Contract (“Contract” or “Agreement”). The firm must be immediately available to provide the services that will be set forth in the Contract.

All proposals submitted to perform these services must explain the experience and qualifications of the firm which demonstrate the firm’s ability to provide these services. Failure to provide all 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 \$500,000.00 (Five Hundred Thousand Dollars) over the entire term of the Agreement.**

Attached as Section F hereto is a proposed sample Contract for the services to be provided pursuant to this RFP. It includes the STD 213 Standard Agreement and other standard contract provisions to which the selected Contractor will be bound.

### **2. CAEATFA Background and Overview**

CAEATFA works collaboratively with public and private partners to provide innovative and effective financing solutions for California’s industries, including access to low-cost financing through private activity tax-exempt bonds and loans, and other forms of financial assistance. CAEATFA assists in reducing the state’s greenhouse gas emissions by increasing the development and deployment of renewable energy sources, energy efficiency, and advanced transportation and manufacturing technologies to reduce air pollution, conserve energy, and promote economic development and jobs. CAEATFA is housed within the office of the State Treasurer.

CAEATFA’s Board consists of five members: the State Treasurer, who serves as Chair of the Authority; the State Controller; the Director of the Department of Finance; the Chair of the California Energy Commission (“CEC”); and the President of the California Public Utilities Commission (“CPUC”). CAEATFA’s 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.

CAEATFA assumed the role of the administrator of the California Hub for Energy Efficiency Financing (CHEEF) in 2014. CAEATFA serves as a facilitator among multiple stakeholders, including among others, the CPUC, the IOUs, lenders, and energy efficiency retrofit contractors. Its responsibilities

include the management of the credit enhancement, flow of funds and data for the Programs, and provision of an over-arching structure through which those stakeholders can participate in a standardized “open market” that facilitates financing of energy efficiency projects in California. CAEATFA promulgates regulations for the Programs through the public rulemaking process, and develops standard program documentation for use by lenders, contractors and project developers, and borrowers. The CPUC further directed the IOUs to contract with CAEATFA to establish procedures, terms and conditions for the primary CHEEF functions of fund management, financial product data and borrower data management, and OBR mechanisms.

In addition, CAEATFA enters into contracts for services necessary to implement the Programs, including Trustee services as contemplated by this RFP. The Trustee holds and transfers all credit enhancement funds between accounts, at the direction of CAEATFA (or its delegates).

### 3. Energy Financing Programs Background and Overview

The California Hub for Energy Efficiency Financing (“CHEEF”) was first authorized by the California Public Utilities Commission in Decision D.13-09-044 (September 2013), and CAEATFA officially became the administrator of the CHEEF in 2014<sup>1</sup>. The CHEEF was established to help the state reach its aggressive energy efficiency goals for the existing building sector. The CHEEF focuses on attracting and leveraging private capital to be made available for customer investments in energy efficiency. Lowering financing costs and expanding access to credit is critical for the State to meet its energy efficiency and greenhouse gas reduction goals, given that there are not enough ratepayer or taxpayer dollars to pay for the needed investment.

The CHEEF administers three Programs under the public-facing name, “GoGreen Financing”, serving the residential, affordable multifamily, and commercial sectors. The Programs are subject to CPUC-directed reporting and evaluations which look at many metrics, including the amount of private capital leveraged, realized energy savings, cost-effectiveness and percentage of administrative cost versus capital deployed, and increased access to financing for underserved customers.

Core to the GoGreen Programs is the use of a credit enhancement, in the form of a loan loss reserve. In exchange for the credit enhancement, participating finance companies are able to offer lower interest rates, longer payback terms, and broader approval criteria (e.g., lower minimum credit scores) than their standard products. CAEATFA has also begun piloting the use of an Interest Rate Buy Down (IRBD) in order to lower the cost of financing for borrowers and reduce monthly payments. In 2024, CAEATFA anticipates utilizing this financial mechanism more broadly.

#### Overview of the Programs

- **GoGreen Home Energy Financing (“GGH”) Program** was launched in 2016 and serves residential properties. As of September 30, 2023, the Program has twelve enrolled and eight active lenders, who have enrolled 4,646 loans totaling more than \$76.4 million. There is expectation from the CPUC that GoGreen Home will scale significantly over the next several years. To facilitate this scaling, CAEATFA is working toward:
  - Licensing of a “Loan & Project Management System” (LPMS), an online workflow tool that will help with project eligibility screening and web-based data submission which will help streamline participation for credit union lenders and contractors.
  - Seeking and incorporating non-IOU ratepayer funding for loss reserve funding and other incentives, which will reduce complexity and allow use of the program in non-IOU jurisdictions and support general uptake of the Program. Please see the “Recent Updates and Context” section.

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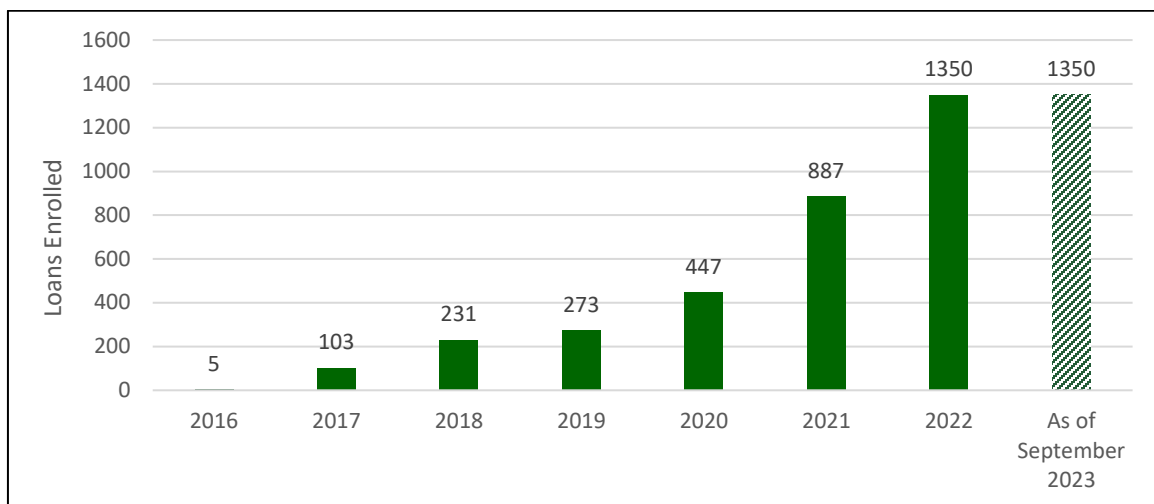
<sup>1</sup> The CPUC later issued Decisions D.15-06-008, D.15-12-002, D.17-03-026 D.21-08.006 and D.23.08.026 modifying the CHEEF.

- Adding a “single-originator” model to the Program, in which loans would be issued by a single company and other finance companies could purchase portfolios of loans after loans were closed and funded.
- **GoGreen Business Energy Financing (“GGB”) Program** was launched in 2019, and has twenty-six (26) financings enrolled totaling more than \$3 million as of September 30, 2023. There are eight enrolled (three active) finance companies that offer a variety of financing products, including loans, leases, and energy service agreements. A recent IRBD pilot program has led to increased interest among contractors and an increase in uptake.
- **GoGreen Affordable Multifamily Energy Financing (“GGMF”) Program** has been offering financing since 2019 but has yet to enroll its first project. Two finance companies providing leases and energy service agreements participate in the program. In late 2023 or early 2024, CAEATFA expects to combine the GoGreen Business and GoGreen Multifamily Programs, and their loss reserve accounts, to reduce complexity for lenders and potential customers. The combined loss reserve accounts will also provide greater risk mitigation for lenders considering financing an eligible multifamily property.

The CPUC also authorized On-Bill Repayment (OBR) for financing in the Commercial and Multifamily sectors, such that customers can repay financing charges to private finance companies via their utility bills from participating IOUs. OBR is now available for most IOU customers; with the last IOU OBR program expected to launch in Fall 2023.

More information on the Programs can be found at [www.gogreenfinancing.com](http://www.gogreenfinancing.com) as well as [www.treasurer.ca.gov/caeatfa/cheef](http://www.treasurer.ca.gov/caeatfa/cheef).

CAEATFA’s experience has been that it takes time for each Program to generate uptake in financing activity. For an indication of historical Program activity, see the below chart on GoGreen Home Program volume over time.



Additional information about the Programs, including program regulations, can be found by accessing the websites below.

- For GGH: <https://www.treasurer.ca.gov/caeatfa/cheef/reel/index.asp>
- For GGB: <https://www.treasurer.ca.gov/caeatfa/cheef/sblp/index.asp>
- For GGMF: <https://www.treasurer.ca.gov/caeatfa/cheef/multifamily.asp>

Further program information provided to consumers and program users can be found at [gogreenfinancing.com](http://gogreenfinancing.com).

### Recent Updates and Context

In August 2021, through D.21-08-006, the CPUC authorized CAEATFA to administer the CHEEF through fiscal year 2026-27 and authorized up to \$75 million in funding for the 5-year period from July of 2022 through June 30, 2027. In October 2021, the CPUC approved a budget including \$31 million in operational spending (including statewide marketing) and \$44 million in credit enhancements to be used to leverage private capital over the 5 years. The CPUC expects that with this authorization, the Programs will scale significantly and that energy savings will be delivered in an increasingly cost-effective manner. Additionally, in August of 2023, the CPUC issued Decision 23.08.026 which allows CAEATFA to expand the GoGreen Programs to include comprehensive clean energy measures such as solar PV installed with battery storage. The ability to support additional technologies also provides opportunity for growth.

Following these authorizations, CAEATFA has been working to secure additional sources of funding beyond the IOU ratepayer funds. These funding opportunities include:

- A memorandum of agreement (MOA) executed in January 2022 with the TECH Clean California program for \$1.4 million in credit enhancements to expand GoGreen Home to non-IOU customers, accelerating the deployment of decarbonization measures. The funding from Energy Solutions will soon be fully allocated.
- An MOA with a public utility providing an initial small pilot grant to be utilized as credit enhancements for their customers to participate in the GoGreen Home program. The public utility MOA has been executed and will be implemented in Fall 2023.
- CAEATFA is seeking \$30 million from another state agency to continue credit enhancements for non-IOU customers installing decarbonization measures that were previously funded under the TECH Clean California MOA. If successful, funding would be available in early 2024.
- The California Energy Commission recently delegated CAEATFA as the recipient of a federal grant from the U.S. Department of Energy for \$6 million to fund Interest Rate Buy Downs (IRBD) for GoGreen Home customers undertaking deep energy retrofits.
- Federal awards made possible through the Inflation Reduction Act that could be utilized for both credit enhancements and Interest Rate Buy Downs. Funding would likely be available in 2025.

### The Energy Efficiency Financing Program Implementation

*Credit Enhancement Structures:* The Programs will predominantly use a loss reserve structure to offset lenders' losses on charged-off financings thereby mitigating lenders' risk. CAEATFA may develop other credit enhancement structures to address gaps in specific markets during the program development period and beyond.

A loss reserve sets aside a certain amount of money (reserve) for each eligible financing into a pool to cover potential losses in case the lender ultimately charges off a financing for non-payment. The lender's loss share (an agreed percentage of the loss) of the total financing may be recovered by the lender from its total loss reserve portfolio. The lender remains at risk for the remainder, as well as for aggregate losses in excess of its pool limit. Loss reserve funds may be provided by a variety of funders (for example, the IOUs, other publicly-owned utilities, or other local, state or federal government agencies).

*Interest Rate Buy-Down (IRBD) structures:* An IRBD involves disbursing a payment to a lender to reduce the interest rate a customer pays for an eligible loan. In Fall 2023, CAEATFA anticipates incorporating IRBDs into its regulations. IRBD funds will be stored and deployed separately from credit enhancement funds. IRBD funds may be provided by a variety of funders (for example, publicly-owned utilities or other local, state or federal government agencies.)

*Operational Reserve Fund:* The operational reserve fund ("ORF") is designed to cover unintended delays in the remittance of customer payments to lenders that participate in on-bill repayment, resulting from a variety of circumstances. The ORF is designed to mitigate risk to lenders in receiving

delayed customer payments due to interruptions in the normal remittance process that were no fault of the lender. ORF usage is designed to be used on a temporary basis and is to be reimbursed when the delay to the remittance process is cured. While the Trustee Bank plays a key role in the management of credit enhancement funds, the Trustee Bank will NOT hold nor manage the ORF. The Trustee Bank may occasionally be asked to process a payment to the ORF (details below).

#### 4. Scope of Work

Under the general direction, in writing, of the Executive Director of CAEATFA, or their designee, the Trustee agrees to provide services as described. Note the Programs are in various stages of implementation; the specific workload and deliverables associated with a specific program will correspond to those stages once the Trustee is under contract.

##### a. Establish and Maintain Accounts.

i. Accounts established pursuant to this RFP shall have the following requirements:

- a) As commercially reasonable, to be determined at the commencement of the Agreement between the Trustee and CAEATFA, all established accounts will be interest-bearing demand accounts that accrue interest in U.S. dollars unless the Trustee is directed by CAEATFA to place funds in another account type. Accounts shall not be subject to any fees or costs to be paid by the Trustee or CAEATFA. The CAEATFA Executive Director, or his/her designee, will give instruction in writing for the placement of funds.
- b) Upon the written direction to the Trustee from CAEATFA's Executive Director or designee, the monies in any account will be invested by the Trustee to achieve CAEATFA's investment objectives. Securities eligible for investment under this section shall be within the top three ratings of a nationally recognized statistical rating organization. Additionally, all investments shall be made in securities denominated in U.S. dollars and are limited to one or more of the following:
  - Bankers' Acceptance
  - Time Deposits
  - Certificates of Deposit which shall be limited to negotiable certificates of deposits issued by a federally or state-chartered bank or savings and loan association, a state-licensed branch of a foreign bank, or a federally or state-chartered credit union.
  - Corporate Notes and Bonds issued by corporations organized and operating within the United States.
  - Commercial Paper & Asset Backed Commercial Paper of "prime" quality as defined by a nationally recognized statistical rating organization that rates these securities, if the commercial paper is issued by a corporation, trust, or limited liability company that meets the conditions specified in either subparagraph (1) or subparagraph (2):
    - (1) Both of the following conditions:
      - (A) Organized and operating within the United States.
      - (B) Having total assets in excess of five hundred million dollars (\$500,000,000.00).
    - (2) Both of the following conditions:
      - (A) Organized within the United States as a special purpose corporation, trust, or limited liability company.
      - (B) Having program-wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or surety bond.

No purchase of eligible commercial paper may:

- Exceed 180 days' maturity.

- Represent more than 10 percent of the outstanding paper of an issuing corporation, trust, or limited liability company.
  - Exceed 30 percent of the resources of the program funds available for investment.
  - U.S. Treasury and U.S. Government Agency Obligations
  - Repurchase Agreements
  - Loan Participations
  - Tax-Exempt Municipal Obligations of any county, city, metropolitan water district, California water district, California water storage district, irrigation district in the state, municipal utility district, or school district of this state.
  - Institutional Money Market Funds
  - Automatic Investment Sweep Agreements
  - Interest Bearing/High Yield Demand Deposit Accounts.
- c) Not every account shall accrue interest. CAEATFA will provide direction when non-interest-accruing accounts must be opened. For accounts that are allowed to accrue interest, CAEATFA will direct, in accordance with its agreements with funders, whether the interest shall accrue for the benefit of the account's particular funder and be credited back to that funder against future required deposits or be returned to Program use.
- d) The Trustee will be authorized and directed in writing by CAEATFA's Executive Director or designee to transfer, hold, invest and disburse monies in the funder's Holding Accounts and any future additional accounts.
- e) Each instruction from CAEATFA will be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts. Upon receipt of an instruction signed by CAEATFA, the Trustee shall disburse the amount set forth therein as directed by the terms thereof. With regard to the Operational Reserve Fund described below, CAEATFA will provide instructions to the Trustee, and the Trustee shall have no duty to confirm the accuracy of such direction.
- f) The monies in the current Holding Accounts and any future additional accounts are held in trust on behalf of the respective funder.
- g) The monies deposited in a Lender-Program Accounts are held in trust on behalf of the respective funder, and are held for the benefit of the participating lender in whose name the account was created.
- ii. The Trustee will establish/maintain accounts for the following purposes:
- a) One "**Holding Account**" for each of the six current loss reserve credit enhancement funders and potentially up to seven future funders (up to thirteen accounts)
  - b) One Credit Enhancement Account ("**CE Program Account**") for each Program that utilizes a credit enhancement (up to thirteen accounts)
  - c) One "**Holding Account**" for each future interest rate buy down funder (potentially up to 5 funders)
  - d) One Interest Rate Buy Down (IRBD) Account ("**IRBD Program Account**") for each Program that utilizes an IRBD (up to five accounts)
  - e) One "**Program Interest Account**" for each corresponding Program Account (up to thirteen accounts but most likely no more than ten accounts)
  - f) Various "**Lender-Loss Reserve Accounts**" the number of which is dependent on the number of lenders that enroll, and the number of programs in which each lender



participates: up to three accounts per lender to segregate their loss reserve accounts for different investors or by credit or market segment.

- As of September 30<sup>th</sup>, there were 22 lenders enrolled in the CHEEF Programs, each requiring at least one Lender-Loss Reserve Account. CAEATFA expects an additional five to ten lenders to enroll in the CHEEF Programs during the contract period.

b. Process Transactions.

- i. The Trustee will act upon CAEATFA's written instructions. For all transactions, CAEATFA's instructions will be in accordance with its agreements with funders, program regulations and any other governing documents. CAEATFA's written instructions will include account numbers for both debited and credited accounts, wire instructions where relevant, amounts, dates, memo lines and approval by an authorized individual.

Historically CAEATFA has provided a separate Funding Memo request for most individual transactions. For some transactions, CAEATFA has established a "batch" process and provides the Trustee with a list of transactions that can "roll up" into a single transaction that debits one account and credits another. CAEATFA is exploring the best way to provide written instructions in "batches" on a periodic, regular basis for efficiency.

- ii. **Receive payments.** The types of received payments may include:
  - a) Receipt of funds deposited from funders to their Holding Account.
  - b) Receipt of recovery proceeds to be returned to a Program Account or the Lender's Loss Reserve Account, when a lender has recovered funds after a claim was paid.
- iii. **Transfer of funds between accounts.** The types of transfers may include:
  - a) Transferring deposited funds from a Holding Account to a Program Account.
  - b) Transferring credit enhancement funds from a Program Account to a Lender's Loss Reserve Account upon enrollment of a loan in the Program.
  - c) Transferring credit enhancement funds from a Lender's Loss Reserve Account back to a Program Account on an annual basis, as part of CAEATFA's rebalancing of Lender Loss Reserve Accounts to cover a percentage of their outstanding portfolio balance, per Program regulations.
  - d) Sweeping interest accrued in the Lender's Loss Reserve Accounts and Program Account into the Interest Account, Holding Account or Program Account, depending on CAEATFA's arrangement with the particular funder.
- iv. **Disburse payments.** The types of payments may include:
  - a) Payment for a claim, made from the Lender's Loss Reserve Account, when an enrolled financing agreement has been charged off and the lender has submitted, and CAEATFA has approved a claim payment, per the Program Regulations.
  - b) Payment for an IRBD, made from an IRBD Program Account, to a lender, when CAEATFA has approved a financing agreement for an IRBD payment.
  - c) Returning interest to funders on an infrequent basis.

- d) Returning funds in Program or Holding Accounts to funders at the termination of their agreements with CAEATFA, or at the termination of the Programs.
  - e) Payment to the Operational Reserve Fund (ORF) for the On-Bill program for the purpose of pre-funding or seeding the ORF. Payments may come from the Holding or Program Account. The ORF will be held at a different financial institution.
  - f) Payment to the Operational Reserve Fund (ORF) for the On-Bill program for the purpose of reimbursing the ORF, when a lender received a payment from the ORF but has charged off the financing agreement and has submitted, and CAEATFA has approved, a claim.
- v. **Debt Service Reserve Fund Payments.** At the time of the CPUC's initial authorization, CAEATFA was provided with the authority to develop a debt service reserve fund. While none of the programs currently include this feature, the Trustee must have the capability to carry out the following services if ultimately requested:
- a) If a borrower fails to make a full debt payment, CAEATFA may instruct the Trustee to withdraw funds in the amount of the payment shortfall from the appropriate Program Account and remit to the appropriate lender by check or wire, in accordance with the relevant Program regulations.
  - b) If the borrower resumes payment (or pays the remainder on a partial payment), the lender will cause a transfer of funds to the Trustee as necessary to reimburse the debt service reserve. CAEATFA will direct the Trustee to deposit those reimbursements to the appropriate Program Holding or Lender-Program Account. Alternatively, if the financing is charged off after receiving debt service reserve payments, CAEATFA will direct the Trustee to transfer a designated amount from the corresponding Lender-Program Account to the IOU Holding Account to reimburse the debt service reserve.
- c. **Reporting and Other Requirements.**
- i. **Monthly Account Statements.** By the 15<sup>th</sup> day of the following month, the Trustee will provide monthly bank statements or make electronic statements viewable for CAEATFA for each account. These statements will include balances, interest earned, transactions, and any changes or transfers during the month. The Trustee will also provide such statements, upon request:
    - a) to each funder for its Holding Account, Program Accounts, Program Interest Accounts and Lender-Loss Reserve Accounts; and,
    - b) to each lender for its Lender-Loss Reserve Account(s).
  - ii. **Monthly Transaction Reports.** CAEATFA may ask the Trustee to provide a monthly report (by the 15<sup>th</sup> day of the following month) to CAEATFA for each program. The contents of the monthly report will be determined at a later date by CAEATFA, in consultation with the Trustee. CAEATFA anticipates the report will contain between 5 – 10 data fields.
  - iii. **Annual Transaction Reports.** CAEATFA may ask the Trustee to provide a report by February 1<sup>st</sup> of each year to CAEATFA for each Program. This report will provide the information outlined in the Monthly Transaction Reports described above for the prior calendar year.
  - iv. **Unlimited On-Demand Electronic Account Viewing.** The Trustee will provide unlimited on-demand electronic viewing access to staff authorized, in writing, by CAEATFA's Executive Director to view the appropriate accounts:
    - a) To designated CAEATFA staff or CAEATFA's authorized representatives for all accounts;

- b) To designated staff for the appropriate funder Holding Account, Program Accounts, Program Interest Accounts, and Lender-Loss Reserve Accounts; and
  - c) To designated staff at each finance company for all accounts held on its behalf.
- d. Other Duties.
- i. The Trustee will perform such other duties or activities related to the specific tasks listed above as may be specifically requested in writing by CAEATFA.
  - ii. The Trustee will meet, as needed, with CAEATFA and its staff at a location to be determined by CAEATFA.
  - iii. In all respects, the Trustee will represent the best interests of CAEATFA, funders, and the State of California in all transactions and proceedings.

## 5. Term of Agreement

The term of the Agreement will be for a three-year period beginning January 1, 2024 through December 31, 2026 and may not exceed \$500,000.00 over the entire term of the agreement. The effective date is either the proposed award date (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. **Any Trustee appointed under the Contract must be a trust company, corporation or bank having the powers of a trust company that either:**

- a. Has a combined capital and surplus of at least fifty million dollars (\$50,000,000.00), and is subject to supervision or examination by federal or state authority; or
- b. Is a wholly-owned subsidiary of a bank, trust company, corporation or bank holding company with an aggregate combined capital and surplus of at least fifty million dollars (\$50,000,000.00), and is subject to supervision or examination by federal or state authority.

If such bank or trust company publishes a report of condition at least annually, pursuant to law or to the requirements of any supervising or examining authority referred to above, then the combined capital and surplus of such bank or trust company shall be deemed to be its combined capital and surplus as set forth in its most recent report of condition so published. The Trustee must, at all times during the term of the Contract, meet these minimum qualifications.

- 2. **Proposer and any subcontractor identified in the proposal must be qualified to do business in the State of California.**
- 3. **Firm 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 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. Proposers must adhere to the RFP response submission due date and time.

<u>Date</u>	<u>Action</u>
October 31, 2023	RFP available to prospective proposers.
November 6, 2023 at 12:00 pm PT	Deadline for submission of written questions. Responses will be posted within a couple of days on the CSCR and CAEATFA websites.
<b>November 13, 2023 at 12:00 pm PT</b>	Deadline for submission of proposals. Proposals must be received by CAEATFA at 901 P Street, Sacramento, CA 95814, or Hand Delivered to 801 Capitol Mall, 2 <sup>nd</sup> Floor, Sacramento, CA 95814.
November 13, 2023	Determination and evaluation of responsive proposals by an evaluation committee.
November 14, 2023	CAEATFA Board Meeting and Notice of Intent to Award.
January 1, 2023	Anticipated commencement of agreement.

**2. Questions and Answers**

In the opinion of CAEATFA, this RFP is complete and without need of explanation. However, if you have questions, or should you require any clarifying information, please email Chor Vue at [caeatfa@treasurer.ca.gov](mailto:caeatfa@treasurer.ca.gov). Questions regarding this RFP must be submitted in writing no later than November 6, 2023 at 12:00 pm PT. Responses to questions will be provided within a couple of days and will be made available in the California State Contracts Register located at <https://caleprocure.ca.gov/> and the CAEATFA website.

**3. Content and Format of Proposals**

This RFP, the evaluation of the proposals, and the award of any resultant Contract will be governed generally by the rules of this section and applicable State policy. The Bidder Instructions (<https://www.dgs.ca.gov/-/media/Divisions/PD/PTCS/GSPD/Bidders-Instructions.ashx>) 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. Summarize the highlights of the proposal and how the types of services required are addressed.

- 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.
- iii. Investment of Public Funds. Please identify any known restrictions and/or limitations your firm may have regarding the investment of public funds.

c. Firm Qualifications and Experience.

- i. Qualifications of the Firm. Describe your firm's qualifications in providing trustee services, including discussion of any unique strengths possessed by your firm. CAEATFA expects to have a close working relationship with the Contractor 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. In addition, CAEATFA expects that the Contractor will be up-to-date and comply with most recent trustee 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 trustee services provided to state entities and others with similar projects.

Provide a listing of other state or local governments for which the firm has acted, or is currently acting as trustee; the length of time engaged on such projects; the nature of services provided; and a contact person with address and telephone number. This list can be included in this section of the proposal (Experience as Contractor) or at the end of the proposal.

***Two Year List of Trustee Engagements:*** Provide a list of your firm's trustee engagements during the last two (2) years. This list can be included in this section of the proposal (Firm Qualifications and Experience) or at the end of the proposal. **This is a separate requirement from Attachment 4.**

d. Personnel Qualifications and Experience. Identify and describe the key personnel who will be providing the services required by the proposal under this Contract. Include for each key personnel staff member: their title and role; the percentage of the total firm effort under this contract that shall be provided by that individual; type of experience; and years (at current firm as well as all prior service). Experience in trustee engagements should be highlighted/detailed, including trustee engagements for State governmental agencies, as well as private industry experience. **This is a separate requirement from Attachment 3.**

***Organization Chart:*** Include an organization chart showing functions, positions, and titles of professionals in your firm, including any subcontractor firm(s) that your firm intends to use in performance of its duties under the Contract.

- i. Key Personnel. Complete Attachment 3 regarding the key personnel (include partners and associates) who will be directly involved in providing the services required under the contemplated Contract.

- 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. **Please provide resumes at the end of the proposal.**

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 key 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 cost proposal (Attachment 5) shall be the basis for the cost portion of the evaluation and selection process. Proposals must include the firm’s fee schedule for tasks that will be required of the Trustee as set forth in this RFP. In order to be considered responsive, proposals must be submitted with fee schedules in compliance with these requirements. Proposals **may not exceed \$500,000.00** for the entire service term.

For purposes of estimating maximum potential activity under the Pilot Programs, refer to the GGH historical chart on page 3. The cost proposal should provide fee estimates based on the criteria listed below:

You may structure your cost proposal using transaction-based or annual comprehensive fees.

The scenarios below are only given for purposes of evaluating the fees portion of your proposal. Actual transaction volume under the Agreement may vary considerably depending on demand for the Programs, actual claim rates, and economic conditions; however, proposals submitted with fee schedules not in compliance with these requirements shall be rejected.

Scenario A is a low estimate, and Scenario B is a robust estimate of anticipated activity under the contract. If transaction-based pricing is proposed, Scenario B will be used for scoring and comparison of the cost proposal.

<b>Scenario A:</b>	<b>Scenario B:</b>
<ul style="list-style-type: none"> <li>• 46 accounts</li> <li>• 155 funding transactions per month</li> <li>• 35 interest sweeps per month</li> <li>• 20 outgoing wire payments per month</li> <li>• 10 incoming wire payments per month</li> </ul>	<ul style="list-style-type: none"> <li>• 145 accounts</li> <li>• 225 funding transactions per month</li> <li>• 60 interest sweeps per month</li> <li>• 30 outgoing wire payments per month</li> <li>• 20 incoming wire payments per month</li> </ul>

***OPTION 1: Transaction-based pricing + any fixed costs.***

Please provide your pricing for each of the components of the Scope of Work listed below. You may provide pricing based on volume. For example, you may indicate that a certain transaction would cost \$x for a certain number of instances and then change to \$y at a certain volume. You may assign \$0 to any components as well.:

1. Fixed Costs
  - Establish and maintain accounts; provide online access to accounts
  - Other (please describe)
2. Transactions
  - Funding transfers between accounts (e.g., Transfers from Holding Accounts to Program Accounts to Lender’s LR account, Lender’s LR to Program Account, etc.
  - Interest sweeps from one account to another

- Outgoing wire payments or ACH transfers to lenders or the Operational Reserve Fund (e.g., Claims payments to lenders, IRBD disbursements to lenders)
  - Receipt of incoming wire transfers
  - Funds wired to Holding Accounts, Lender payments for recoveries
3. Other (Please describe)

**- OR -**

**OPTION 2: Annual Comprehensive fees.**

Considering the two scenarios, please provide your annual comprehensive fee to execute the Scope of Work.

- f. Required Attachments. For the proposal to be considered responsive, all required Attachments (1-14) must be completed and included with the proposal by the dates and times shown in Key Action Dates (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 electronic copy (on USB flash drive) and received by CAEATFA no later than 12:00 pm PT on November 13, 2023. 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; marked with "**DO NOT OPEN**", as shown in the following example:

Mailing Address:

**Request for Proposals – "Trustee Services for the California Hub for Energy Efficiency Financing (CHEEF) Programs" RFP# CAEATFA03-23**

CAEATFA  
Attn: Chor Vue  
901 P Street  
Sacramento, CA 95814  
(916) 651-8157

**DO NOT OPEN**

Or Hand Deliver to:

**Request for Proposals – “Trustee Services for the California Hub for  
Energy Efficiency Financing (CHEEF) Programs” RFP# CAEATFA03-23**

CAEATFA  
Attn: Chor Vue  
801 Capitol Mall, 2nd Floor  
Sacramento, CA 95814  
(916) 651-8157

**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 Check List. 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 3.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 7, 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. A minimum of 85 points must be achieved to be considered responsive (a responsive proposal is one which meets or exceeds the requirements stated in this RFP). The selection will be made by

an evaluation committee of CAEATFA staff on the basis of the following weighted factors (maximum points available for each criterion are noted).

<b>Rating/Scoring Criteria</b>	<b>Maximum Possible Points</b>
a. <u>Qualifications of the Firm</u> . CAEATFA will evaluate the firm’s overall experience as detailed in Firm Qualifications and Experience (Section C, Item 2.c.i.) for demonstration of its ability to successfully complete the Scope of Work as described in Section A, including trustee depository experience.	30 Points
b. <u>Experience as Contractor</u> . CAEATFA will evaluate the firm’s experience as detailed in Section C, Item 2.c.ii., as a contractor to state or other government entities for demonstration of the firm’s expertise specific to programs substantially similar to the CHEEF Programs.	20 Points
c. <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 as a trustee and with similar types of programs.	15 Points
d. <u>Fee Schedule (Cost)</u> . CAEATFA will evaluate the actual fees proposed, including the reasonableness of the composite annual rates and cost detail (given value of services to be obtained), and cost effectiveness (given experience and qualifications of firm and its personnel). For evaluation purposes, the Cost Proposal <b>must</b> include the proposer’s costs for the Scenario from Attachment 5 as detailed in Cost Proposal Format and Requirements (Section C, Item 2.e.).	35 Points
<b>Maximum Total Possible Points</b>	<b>100 Points</b>

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:

$$\begin{aligned} & (\text{Lowest Proposer's Cost/Other Proposer's Cost}) = (\text{factor}) \\ & \text{Cost points for other Proposer} = (\text{factor}) \times \text{maximum cost points} \end{aligned}$$

**EXAMPLE:** A maximum of 35 points is available

$$\begin{aligned} \text{Lowest Proposer's Cost Proposal} &= \$375,000 \\ \text{Other Proposer's Cost Proposal} &= \$500,000 \end{aligned}$$

$$\begin{aligned} (\text{Lowest-cost proposal} / \text{other cost proposal}) &= \$375,000/\$500,000 = .75 \\ (\text{Cost points awarded to other proposal}) &= .75 \times 35 = 26.25 \text{ points} \end{aligned}$$

- k. As part of its final evaluation process, CAEATFA may request oral presentations. If this option is exercised, CAEATFA shall provide the proposing 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, proposing 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 proposals.
- Consider information about a proposing Contractor in addition to the information submitted in the proposal or interview.

- l. 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 company earning the higher score in ii. Experience as Contractor. If the scores for Experience as Contractor are the same, the Agreement will be awarded to the responsive and responsible proposer earning the higher score for iii. Qualifications of Key Personnel. If the scores for Qualifications of Key Personnel are the same, the Agreement will be awarded to the responsive and responsible proposer earning the higher score for i. Qualifications of the Firm .
- 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, 901 P Street, 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 written 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  
901 P Street  
Sacramento, CA 95814  
[caeatfa@treasurer.ca.gov](mailto:caeatfa@treasurer.ca.gov)

DGS, Office of Legal Services  
Attention: Protest Coordinator  
707 Third Street, 7th Floor, Suite 7-330  
West Sacramento, CA 95605  
[OLSProtests@dgs.ca.gov](mailto:OLSProtests@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 on 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 PROGRAMS

1. **Small Business or Microbusiness Preference** (<https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Office-of-Small-Business-and-Disabled-Veteran-Business-Enterprise/Certification-Program>)

A five percent (5%) preference will be applied to certified small business firms submitting proposals (See Attachment 11). 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 Preference (<https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Office-of-Small-Business-and-Disabled-Veteran-Business-Enterprise/Certification-Program>)**

A five percent (5%) proposal preference is available to a non-small business claiming twenty-five percent (25%) California certified small business subcontractor participation (See Attachment 12). 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. 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 13 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.

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

This RFP provides for an optional TACPA preference. The TACPA program was established to stimulate business investments in distressed areas of the State and create job opportunities for

Californians. Proposing companies are not required to apply for this preference. Both the TACPA workplace and workforce preferences will be evaluated for this solicitation.

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

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

1% for 5-9% of workforce

2% for 10-14% of workforce

3% for 15-19% of workforce

4% for 20% or more of workforce

Proposing companies wishing to take advantage of the TACPA preference will need to review the following website and submit the appropriate documents with the proposal response:

<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-a-Target-Area-Contract-Preference>.

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

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

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.

#### **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).

**ATTACHMENT 1**

**REQUIRED ATTACHMENT CHECK LIST**

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

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

**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  
 May Be Cause For Rejection**

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



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

**ATTACHMENT 3**

**RESUMES OF 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.

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

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

Include additional pages as needed

**ATTACHMENT 4**

**PROPOSER REFERENCES**

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

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

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

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

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

**ATTACHMENT 5**

**COST PROPOSAL WORKSHEET**

The required Cost Proposal should provide fee schedules based on the scenarios described below.

You may structure your cost proposal using transaction-based or annual comprehensive fees.

Scenario A is a low estimate, and Scenario B is a robust estimate of anticipated activity under the contract. If transaction-based pricing is proposed, Scenario B will be used for scoring and comparison of the cost proposal.

<b>Scenario A:</b>	<b>Scenario B:</b>
<ul style="list-style-type: none"><li>• 46 accounts</li><li>• 155 funding transactions per month</li><li>• 35 interest sweeps per month</li><li>• 20 outgoing wire payments per month</li><li>• 10 incoming wire payments per month</li></ul>	<ul style="list-style-type: none"><li>• 145 accounts</li><li>• 225 funding transactions per month</li><li>• 60 interest sweeps per month</li><li>• 30 outgoing wire payments per month</li><li>• 20 incoming wire payments per month</li></ul>

*Actual transaction volume under the Agreement may vary considerably depending on demand for the Programs, actual claim rates, and economic conditions; however, proposals submitted with fee schedules not in compliance with these requirements shall be rejected.*

**OPTION 1: Transaction-based pricing + any fixed costs.**

Please provide your pricing for each of the components of the Scope of Work listed below. You may provide pricing based on volume. For example, you may indicate that a certain transaction would cost \$x for a certain number of instances and then change to \$y at a certain volume. You may assign \$0 to any components as well.:

1. Fixed Costs
  - Establish and maintain accounts; provide online access to accounts
  - Other (please describe)
2. Transactions
  - Funding transfers between accounts (e.g., Transfers from Holding Accounts to Program Accounts to Lender's LR account, Lender's LR to Program Account, etc.)
  - Interest sweeps from one account to another
  - Outgoing wire payments or ACH transfers to lenders or the Operational Reserve Fund (e.g., Claims payments to lenders, IRBD disbursements to lenders)
  - Receipt of incoming wire transfers
  - Funds wired to Holding Accounts, Lender payments for recoveries
3. Other (Please describe)

**- OR -**

**OPTION 2: Annual comprehensive fees.**

Considering the two scenarios, please provide your annual comprehensive fee to execute the Scope of Work.

**The total Contract amount may not exceed \$500,000.00 (Five Hundred Thousand Dollars) for the Contract Term**

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.





**ATTACHMENT 6**

**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 7**

**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

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](http://www.dir.ca.gov), and Public Contract Code Section 6108.

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

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

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

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

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

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

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

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

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

**Attachment 8**

**DARFUR CONTRACTING ACT**

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 (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

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

1.     \_\_\_\_\_     We do not currently have, and have not had within the previous three years,  
       Initials       business activities or other operations outside of the United States.

**OR**

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

**CERTIFICATION for Paragraph # 3.**

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 in Paragraph # 3. This certification is made under the laws of the State of California.

<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County and State of</i>

**ATTACHMENT 9**

**CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION**

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

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

**CERTIFICATION**

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

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

## ATTACHMENT 10

### **SMALL BUSINESS OR MICROBUSINESS PREFERENCE**

(If Applicable)

Small Business or Microbusiness Preference – <https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Office-of-Small-Business-and-Disabled-Veteran-Business-Enterprise/Certification-Program>

A five percent (5%) preference will be applied to certified small business firms submitting proposals. To obtain the preference, firms must be certified as a small business at the time the 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 11

### **NON-SMALL BUSINESS PREFERENCE**

(If Applicable)

Non-Small Business Preference – <https://www.dgs.ca.gov/PD/About/Page-Content/PD-Branch-Intro-Accordion-List/Office-of-Small-Business-and-Disabled-Veteran-Business-Enterprise/Certification-Program>

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 12**

**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.

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

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

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

**DVBE PARTICIPATION COMMITMENT.** **Proposers seeking the DVBE incentive must submit a completed Disabled Veteran Business Enterprise Declaration, 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/gq/pd/pd\\_843.pdf](https://www.documents.dgs.ca.gov/dgs/fmc/gq/pd/pd_843.pdf)

The completed form should be included with the submitted proposal.

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

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

At the State’s option prior to contract award, proposers may be required to submit additional written clarifying information. Failure to submit the requested written information as specified may be grounds for proposal rejection.

## RESOURCES AND INFORMATION\*

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**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

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**Local Organizations:**

DVBE local contacts  
[www.pd.dgs.ca.gov/smbus](http://www.pd.dgs.ca.gov/smbus)

**FOR:**

List of Potential DVBE Subcontractors

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**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](mailto:eprocure@dgs.ca.gov)

**FOR:**

- SB/DVBE Search
- CSCR Advertisements
- Training Modules

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

707 Third Street, Room 1-400, West Sacramento, CA 95605  
Website: [www.pd.dgs.ca.gov/smbus](http://www.pd.dgs.ca.gov/smbus)  
OSDS Receptionist: (916) 375-4940  
PD Receptionist: (800) 559-5529  
Fax: (916) 375-4950  
Email: [osdchelp@dgs.ca.gov](mailto:osdchelp@dgs.ca.gov)

**FOR:**

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

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**Commercially Useful Function Definition**

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

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

**ATTACHMENT 13**

**TARGET AREA CONTRACT PREFERENCE ACT (TACPA)**

(If Applicable)

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

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

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

1% for 5-9% of workforce

2% for 10-14% of workforce

3% for 15-19% of workforce

4% for 20% or more of workforce

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

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

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

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 14**

**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/gspd/gspd05-105.pdf>

**SCO ID:**

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER <b>SAMPLE</b>	PURCHASING AUTHORITY NUMBER (If Applicable)
-----------------------------------	---

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 (CAEATFA)

CONTRACTOR NAME

(To be determined)

2. The term of this Agreement is:

START DATE

January 1, 2024 (or upon approval by the Department of General Services, whichever is later)

THROUGH END DATE

December 31, 2026

3. The maximum amount of this Agreement is:

\$500,000.00 (Five Hundred Thousand Dollars and Zero Cents)

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	4
Exhibit A, Attachment 1	Key Personnel Resumes	
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit B, Attachment 1	Cost Sheet	2
Exhibit C *	General Terms and Conditions - GTC 04/2017	1
Exhibit D	Special Terms and Conditions	7
Exhibit E	Additional Provisions	1
Exhibit F	Third Party Agreement Provisions	7
Exhibit F, Attachment 1	Information Security Requirements	4
	RFP and Contractor's response thereto are hereby incorporated by reference and made a part of this Agreement	

Items shown with an asterisk (\*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

**IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.**

**CONTRACTOR**

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

(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 SAMPLE	PURCHASING AUTHORITY NUMBER (If Applicable)
----------------------------	---

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

California Alternative Energy and Advanced Transportation Financing Authority

CONTRACTING AGENCY ADDRESS

901 P Street

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Claudia Quezada, Ed.D.

TITLE

Executive Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

SAMPLE

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

**SCOPE OF WORK**

**1. Scope of Work**

Under the general direction, in writing, of the Executive Director of CAEATFA, or their designee, the Trustee agrees to provide services as described. Note the Programs are in various stages of implementation; the specific workload and deliverables associated with a specific program will correspond to those stages once the Trustee is under contract.

a. Establish and Maintain Accounts.

i. Accounts established pursuant to this RFP shall have the following requirements:

(a) As commercially reasonable, to be determined at the commencement of the Agreement between the Trustee and CAEATFA, all established accounts will be interest-bearing demand accounts that accrue interest in U.S. dollars unless the Trustee is directed by CAEATFA to place funds in another account type. Accounts shall not be subject to any fees or costs to be paid by the Trustee or CAEATFA. The CAEATFA Executive Director, or his/her designee, will give instruction in writing for the placement of funds.

(b) Upon the written direction to the Trustee from CAEATFA's Executive Director or designee, the monies in any account will be invested by the Trustee to achieve CAEATFA's investment objectives. Securities eligible for investment under this section shall be within the top three ratings of a nationally recognized statistical rating organization. Additionally, all investments shall be made in securities denominated in U.S. dollars and are limited to one or more of the following:

- Bankers' Acceptance
- Time Deposits
- Certificates of Deposit which shall be limited to negotiable certificates of deposits issued by a federally or state-chartered bank or savings and loan association, a state-licensed branch of a foreign bank, or a federally or state-chartered credit union.
- Corporate Notes and Bonds issued by corporations organized and operating within the United States.
- Commercial Paper & Asset Backed Commercial Paper of "prime" quality as defined by a nationally recognized statistical rating organization that rates these securities, if the commercial paper is issued by a corporation, trust, or limited liability company that meets the conditions specified in either subparagraph (1) or subparagraph (2):

(1) Both of the following conditions:

1. Organized and operating within the United States.
2. Having total assets in excess of five hundred million dollars (\$500,000,000.00).

(2) Both of the following conditions:

1. Organized within the United States as a special purpose corporation, trust, or limited liability company.
2. Having program-wide credit enhancements including, but not limited to, overcollateralization, letters of credit, or surety bond.

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

No purchase of eligible commercial paper may:

- Exceed 180 days' maturity.
  - Represent more than 10 percent of the outstanding paper of an issuing corporation, trust, or limited liability company.
  - Exceed 30 percent of the resources of the program funds available for investment.
- U.S. Treasury and U.S. Government Agency Obligations
  - Repurchase Agreements
  - Loan Participations
  - Tax-Exempt Municipal Obligations of any county, city, metropolitan water district, California water district, California water storage district, irrigation district in the state, municipal utility district, or school district of this state.
  - Institutional Money Market Funds
  - Automatic Investment Sweep Agreements
  - Interest Bearing/High Yield Demand Deposit Accounts.
- (c) Not every account shall accrue interest. CAEATFA will provide direction when non-interest-accruing accounts must be opened. For accounts that are allowed to accrue interest, CAEATFA will direct, in accordance with its agreements with funders, whether the interest shall accrue for the benefit of the account's particular funder and be credited back to that funder against future required deposits or be returned to Program use.
- (d) The Trustee will be authorized and directed in writing by CAEATFA's Executive Director or designee to transfer, hold, invest and disburse monies in the funder's Holding Accounts and any future additional accounts.
- (e) Each instruction from CAEATFA will be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts. Upon receipt of an instruction signed by CAEATFA, the Trustee shall disburse the amount set forth therein as directed by the terms thereof. With regard to the Operational Reserve Fund described below, CAEATFA will provide instructions to the Trustee, and the Trustee shall have no duty to confirm the accuracy of such direction.
- (f) The monies in the current Holding Accounts and any future additional accounts are held in trust on behalf of the respective funder.
- (g) The monies deposited in a Lender-Program Accounts are held in trust on behalf of the respective funder, and are held for the benefit of the participating lender in whose name the account was created.
- ii. The Trustee will establish/maintain accounts for the following purposes:
- (a) One "**Holding Account**" for each of the six current loss reserve credit enhancement funders and potentially up to seven future funders (up to thirteen accounts)
  - (b) One Credit Enhancement Account ("**CE Program Account**") for each Program that utilizes a credit enhancement (up to thirteen accounts)
  - (c) One "**Holding Account**" for each future interest rate buy down funder (potentially up to 5 funders)



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

- (d) One Interest Rate Buy Down (IRBD) Account (“**IRBD Program Account**”) for each Program that utilizes an IRBD (up to five accounts)
- (e) One “**Program Interest Account**” for each corresponding Program Account (up to thirteen accounts but most likely no more than ten accounts)
- (f) Various “**Lender-Loss Reserve Accounts**” the number of which is dependent on the number of lenders that enroll, and the number of programs in which each lender participates: up to three accounts per lender to segregate their loss reserve accounts for different investors or by credit or market segment.
  - As of September 30<sup>th</sup>, there were 22 lenders enrolled in the CHEEF Programs, each requiring at least one Lender-Loss Reserve Account. CAEATFA expects an additional five to ten lenders to enroll in the CHEEF Programs during the contract period.

b. Process Transactions.

- i. The Trustee will act upon CAEATFA’s written instructions. For all transactions, CAEATFA’s instructions will be in accordance with its agreements with funders, program regulations and any other governing documents. CAEATFA’s written instructions will include account numbers for both debited and credited accounts, wire instructions where relevant, amounts, dates, memo lines and approval by an authorized individual.

Historically CAEATFA has provided a separate Funding Memo request for most individual transactions. For some transactions, CAEATFA has established a “batch” process and provides the Trustee with a list of transactions that can “roll up” into a single transaction that debits one account and credits another. CAEATFA is exploring the best way to provide written instructions in “batches” on a periodic, regular basis for efficiency.

- ii. **Receive payments.** The types of received payments may include:

- (a) Receipt of funds deposited from funders to their Holding Account.
- (b) Receipt of recovery proceeds to be returned to a Program Account or the Lender’s Loss Reserve Account, when a lender has recovered funds after a claim was paid.

- iii. **Transfer of funds between accounts.** The types of transfers may include:

- (a) Transferring deposited funds from a Holding Account to a Program Account.
- (b) Transferring credit enhancement funds from a Program Account to a Lender’s Loss Reserve Account upon enrollment of a loan in the Program.
- (c) Transferring credit enhancement funds from a Lender’s Loss Reserve Account back to a Program Account on an annual basis, as part of CAEATFA’s rebalancing of Lender Loss Reserve Accounts to cover a percentage of their outstanding portfolio balance, per Program regulations.
- (d) Sweeping interest accrued in the Lender’s Loss Reserve Accounts and Program Account into the Interest Account, Holding Account or Program Account, depending on CAEATFA’s arrangement with the particular funder.

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

- iv. **Disburse payments.** The types of payments may include:
- (a) Payment for a claim, made from the Lender's Loss Reserve Account, when an enrolled financing agreement has been charged off and the lender has submitted, and CAEATFA has approved a claim payment, per the Program Regulations.
  - (b) Payment for an IRBD, made from an IRBD Program Account, to a lender, when CAEATFA has approved a financing agreement for an IRBD payment.
  - (c) Returning interest to funders on an infrequent basis.
  - (d) Returning funds in Program or Holding Accounts to funders at the termination of their agreements with CAEATFA, or at the termination of the Programs.
  - (e) Payment to the Operational Reserve Fund (ORF) for the On-Bill program for the purpose of pre-funding or seeding the ORF. Payments may come from the Holding or Program Account. The ORF will be held at a different financial institution.
  - (f) Payment to the Operational Reserve Fund (ORF) for the On-Bill program for the purpose of reimbursing the ORF, when a lender received a payment from the ORF but has charged off the financing agreement and has submitted, and CAEATFA has approved, a claim.
- v. **Debt Service Reserve Fund Payments.** At the time of the CPUC's initial authorization, CAEATFA was provided with the authority to develop a debt service reserve fund. While none of the programs currently include this feature, the Trustee must have the capability to carry out the following services if ultimately requested:
- (a) If a borrower fails to make a full debt payment, CAEATFA may instruct the Trustee to withdraw funds in the amount of the payment shortfall from the appropriate Program Account and remit to the appropriate lender by check or wire, in accordance with the relevant Program regulations.
  - (b) If the borrower resumes payment (or pays the remainder on a partial payment), the lender will cause a transfer of funds to the Trustee as necessary to reimburse the debt service reserve. CAEATFA will direct the Trustee to deposit those reimbursements to the appropriate Program Holding or Lender-Program Account. Alternatively, if the financing is charged off after receiving debt service reserve payments, CAEATFA will direct the Trustee to transfer a designated amount from the corresponding Lender-Program Account to the IOU Holding Account to reimburse the debt service reserve.
- c. **Reporting and Other Requirements.**
- i. **Monthly Account Statements.** By the 15<sup>th</sup> day of the following month, the Trustee will provide monthly bank statements or make electronic statements viewable for CAEATFA for each account. These statements will include balances, interest earned, transactions, and

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

any changes or transfers during the month. The Trustee will also provide such statements, upon request:

- (a) to each funder for its Holding Account, Program Accounts, Program Interest Accounts and Lender-Loss Reserve Accounts; and,
  - (b) to each lender for its Lender-Loss Reserve Account(s).
- ii. Monthly Transaction Reports. CAEATFA may ask the Trustee to provide a monthly report (by the 15th day of the following month) to CAEATFA for each program. The contents of the monthly report will be determined at a later date by CAEATFA, in consultation with the Trustee. CAEATFA anticipates the report will contain between 5 – 10 data fields.
- iii. Annual Transaction Reports. CAEATFA may ask the Trustee to provide a report by February 1st of each year to CAEATFA for each Program. This report will provide the information outlined in the Monthly Transaction Reports described above for the prior calendar year.
- iv. Unlimited On-Demand Electronic Account Viewing. The Trustee will provide unlimited on-demand electronic viewing access to staff authorized, in writing, by CAEATFA's Executive Director to view the appropriate accounts:
- (a) To designated CAEATFA staff or CAEATFA's authorized representatives for all accounts;
  - (b) To designated staff for the appropriate funder Holding Account, Program Accounts, Program Interest Accounts, and Lender-Loss Reserve Program Accounts; and
  - (c) To designated staff at each finance company for all accounts held on its behalf.
- d. Other Duties.
- i. The Trustee will perform such other duties or activities related to the specific tasks listed above as may be specifically requested in writing by CAEATFA.
  - ii. The Trustee will meet, as needed, with CAEATFA and its staff at a location to be determined by CAEATFA.
  - iii. In all respects, the Trustee will represent the best interests of CAEATFA, funders, and the State of California in all transactions and proceedings.

**2. Term of Agreement**

The term of the Agreement will be for a three-year period beginning January 1, 2024 through December 31, 2026 and may not exceed \$500,000.00 over the entire term of the agreement. The effective date is either the proposed award date (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.

**EXHIBIT A  
(Standard Agreement)**

**3. Project Representatives**

<b>State Agency:</b> California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA)	<b>Contractor:</b> To Be Determined
Name: Claudia Quezada, Ed.D., Executive Director	Name:
Address: 901 P Street Sacramento, CA 95814	Address:
Phone: (916) 651-5102	Phone:
Fax: (916) 589-2855	Fax:
Email: <a href="mailto:claudia.quezada@treasurer.ca.gov">claudia.quezada@treasurer.ca.gov</a>	Email:

**Direct all inquiries to:**

<b>State Agency:</b> California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA)	<b>Contractor:</b> To Be Determined
Section/Unit: CAEATFA	Section/Unit:
Attention: Jennifer Gill	Attention:
Address: 901 P Street Sacramento, CA 95814	Address:
Phone: (916) 653-3033	Phone:
Fax: (916) 589-2855	Fax:
Email: <a href="mailto:jennifer.gill@treasurer.ca.gov">jennifer.gill@treasurer.ca.gov</a>	Email:

**EXHIBIT A, ATTACHMENT 1  
(Standard Agreement)**

**RESUMES OF 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.

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

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

Include additional pages as needed

**EXHIBIT B  
(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

- a. 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 based on the fee schedule provided in the Contractor's proposal, which is attached hereto and made a part of this Agreement. The State agrees to compensate the Contractor for actual expenditures incurred in accordance with the fees specified.
- b. The Contractor will submit invoices for review and approval (as described in the Sample Billing provided on page 4 below) that clearly identify the description of work 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 CAEATFA03-23, the specific dates (month, day and year) covered by the invoice, and be addressed as follows:

Jennifer Gill, Senior Manager, CAEATFA Core Programs  
California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA)  
901 P Street  
Sacramento, California 95814

Invoices shall be sent via email to [caeatfa@sto.ca.gov](mailto: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, name(s) of individual(s) who performed work, services provided, and dates and hours worked at the approved rates.
- 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 this agreement shall not exceed \$500,000 over the entire term of the agreement.

**EXHIBIT B  
(Standard Agreement)**

**2. Budget Contingency Clause**

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

**3. Prompt Payment Clause**

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

SAMPLE

**EXHIBIT B  
 (Standard Agreement)**

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

Invoice No. \_\_\_\_\_  
 Invoice Date: \_\_\_\_\_

Jennifer Gill, Senior Manager, CAEATFA Core Programs  
 California Alternative Energy and Advanced Transportation  
 Financing Authority (CAEATFA)  
 901 P Street  
 Sacramento, California 95814

Agreement No.: CAEATFA03-23

Project Description: **Trustee Fees and Expenses in Connection with the  
 California Hub for Energy Efficiency Financing (CHEEF) Programs**

Description of Work Performed	Count	Cost Per Transaction / Rate	Total
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$
		\$	\$

<b>TOTAL FEES:</b>	\$	\$
<b>TOTAL EXPENSES:</b>	\$	\$
<b>TOTAL FEES &amp; EXPENSES:</b>	\$	\$





**EXHIBIT B, ATTACHMENT 1  
(Standard Agreement)**

**FEE SCHEDULE**  
*(Annual Comprehensive pricing)*

**Max Cost**

First Contract Year (2024)

Second Contract Year (2025)

Third Contract Year (2026)

<b>Monthly Fee</b>	<b>Annual Max</b>
\$	\$
\$	\$
\$	\$

**Total Cost for All Contract Years** \$ \_\_\_\_\_

SAMPLE

**EXHIBIT C**  
**(Standard Agreement)**

**GENERAL TERMS AND CONDITIONS**

Exhibit C to this Agreement, the General Terms and Conditions (GTC 04/2017), is hereby incorporated by reference and made part of this Agreement as if attached hereto. The General Terms and Conditions may be viewed and downloaded at <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.

**EXHIBIT D  
(Standard Agreement)**

**SPECIAL TERMS AND CONDITIONS**

**1. Excise Tax**

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

**2. Settlement of Disputes**

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

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

**3. Evaluation of Contractor**

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

**4. No Agency Liability**

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

**5. Potential Subcontractors**

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

**EXHIBIT D**  
**(Standard Agreement)**

**6. Force Majeure**

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

**7. Waivers**

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

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

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

**9. Confidentiality**

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

**10. Titles/Section Headings**

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

**11. Choice of Law**

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

**12. Notices**

The parties agree that to avoid unreasonable delay in the progress of the services performed hereunder, Contractor and the State have designated in 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 Section 3 of Exhibit A.

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

**13. Permits and Licenses**

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

**14. Books and Records**

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

**15. Key Personnel**

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

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**18. Subcontractors**

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

**19. Notice of Proceedings**

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

**20. Cumulative Remedies**

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

**21. Binding Effect**

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

**22. Publicity**

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

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

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

**24. Agreement Does Not Violate Law**

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

- a. Violate any provision of the charter documents of Contractor;
- b. Violate any statute or law or ordinance or any judgment, decree, order, regulation or rule of any court or governmental authority applicable to Contractor; or
- c. Violate, or be in conflict with, or constitute a default under, or permit the termination of, or require the consent of any person under, any agreement to which Contractor may be bound, the violation of which

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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.



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**30. Completion**

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

**31. Effect of Termination**

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

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

**32. Termination for Expatriation**

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

**33. Compliance With Political Reform Act**

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

**34. Darfur Contracting Act**

Effective January 1, 2009, all Invitations for Bids (IFB) or Requests for Proposals (RFP) for goods or services must address the requirements of the Darfur Contracting Act of 2008 (Act). (Public Contract Code section 10475 et seq.) The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with "scrutinized" companies that do business in the African nation of Sudan of which the Darfur region is a part, for the reasons described in Public Contract Code section 10475.

A scrutinized company is a company doing business in Sudan as defined in Public Contract Code section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services. (Public Contract Code section 10477(a).)

Therefore, Public Contract Code section 10478(a) requires a company that currently has (or within the previous three years has had) business activities or other operations outside of the United States to certify that it is not a "scrutinized" company when it submits a bid or proposal to a State agency. A scrutinized company may still, however, submit a bid or proposal for a contract with a State agency for goods or services

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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**

CAEATFA 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.