



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. CAEATFA01-21
Conduit Financial Audit Services**

Notice to Prospective Proposers

MEMBERS

FIONA MA, CPA, CHAIR
State Treasurer

BETTY T. YEE
State Controller

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Director of Finance

DAVID HOCHSCHILD
Chair
Energy Commission

MARYBEL BATJER
President
Public Utilities Commission

EXECUTIVE DIRECTOR
DEREK CHERNOW

July 20, 2021

You are invited to review and respond to this Request for Proposal (“RFP”) Number CAEATFA01-21. 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 (“Auditor” or “Contractor”) for auditing services to fulfill CAEATFA’s obligations pursuant to Chapter 10.7 (commencing with Section 5870) of Division 6 of Title 1 of the Government Code, to include meeting the minimum auditing requirements of the Office of the State Controller. 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 the State of California (“State”) will include by reference the General Terms and Conditions and Contractor Certification Clauses which may be viewed and downloaded online at:

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

The General Terms and Conditions and all Exhibits that are a part of the Sample Standard Agreement are not negotiable. By submitting a proposal, your firm agrees to the terms and conditions stated in this RFP.

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:

Jessica Arceo
California Alternative Energy and
Advanced Transportation Financing Authority
915 Capitol Mall
Sacramento, CA 95814
(916) 651-5101
caeatfa@treasurer.ca.gov

Questions regarding this RFP must be submitted in writing no later than July 27, 2021 at 12:00 p.m. (noon) PT. Responses to the questions will subsequently be posted by August 3, 2021 on the Department of General Services (“DGS”) website 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 (“Auditor” or “Contractor”) for their services in the annual auditing of the financial statements and internal control performance of CAEATFA’s operations relevant to its bond program. Each annual audit will include a complete operating and financial statement and audit of the books and accounts, as well as an independent assessment of the internal controls and performance of CAEATFA’s bond program (the “Program”). All proposals submitted for performance of these audits must explain the experience and qualifications that demonstrate the firm’s ability to provide such services. In addition, the firm may be requested to provide other assistance, on an as-needed basis, to support confirmation and reporting requirements for the Program.

The selection of the qualified auditor (“Auditor” or “Contractor”) will be based not only on the proposed fees, but also on assurances that the selected firm will be technically and professionally capable of providing a reasonable level of competent and responsive service to CAEATFA in all subject areas described in the Scope of Work (Section A.4.). Proposals should clearly specify how the firm meets each of the the Minimum Qualifications for Proposers (Section B). The firm must be free from actual conflicts of interest not only at the time of selection, but throughout the term of the Bond Auditor Contract (“Contract” or “Agreement”). The audit periods contemplated by the contract agreement (“Agreement”) shall be for each of the two (2) fiscal years ending June 30, 2021, and June 30, 2022, with an option to extend the term for one additional year and include the audit for the fiscal year ending June 30, 2023, at CAEATFA’s discretion. 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 two-year contract (the “Contract” or “Agreement”) with the allowance for a one-year extension, for a total contract term of up to three years. The Contract amount **may not exceed Forty-Five Thousand Dollars (\$45,000.00)** for the entire service term (including the optional extension).

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 Public Resources Code).

3. Background of Statutory Conduit Financing Issuer Requirements

Effective January 1, 2010, Senate Bill 99 (Chapter 557, Statutes of 2009) added [Chapter 10.7 \(commencing with Section 5870\) to Division 6 of Title 1 of the Government Code](#), which increased the reporting and auditing requirements for conduit financing issuers.

4. Scope of Work

Under the general direction, in writing, of the Executive Director of CAEATFA, or their designee, the Auditor agrees to provide audit and examination services as described herein. Pursuant to [Chapter 10.7 \(commencing with Section 5870\) of Division 6 of Title 1 of the Government Code](#), the audits must comply with the Office of the State Controller's ("SCO") minimum standards for conducting audits (the Minimum Audit Requirements and Reporting Guidelines for California Special Districts are set forth in Subchapter 5 (commencing with Section 1131.1) of Chapter 2 of Division 2 of Title 2 of the California Code of Regulations). In addition, the Contractor will be expected to complete SCO's Special Districts Financial Transactions Report on behalf of CAEATFA (reporting forms and instructions are available at https://www.sco.ca.gov/ard_locinstr_districts_forms.html). SCO's audit and reporting requirements may be subject to change. As a result, the Contractor must be prepared to incorporate any additional legal or industry requirements for the performance of audits as may be disseminated by the SCO subsequent to the initial circulation of RFP #CAEATFA01-21. In addition, the firm may be requested to provide other assistance, on an as-needed basis, to support confirmation and reporting requirements for the Program.

a. Audit and Examination

In addition to any other requirements, Contractor will perform audits and examinations of the financial statements of CAEATFA's bond financing accounts and records as required by law which shall include the following:

- i. A disclosure of fees imposed on borrowers by, or on behalf of, CAEATFA's bond program.
- ii. A disclosure of expenditures related to those fees made by or on behalf of CAEATFA's bond program.
- iii. The dollar amount and nature of these fees and expenses.
- iv. A disclosure of the amount of bonds authorized but unsold at the end of the time period covered by the audit.
- v. A disclosure of the amount of debt CAEATFA has issued during the period covered by the audit, and the amount of debt still outstanding at the end of the time period covered by the audit.

b. Audit Report and Findings

- i. The report shall be prepared in the format outlined in the Minimum Audit Requirements and Reporting Guidelines of the SCO.
- ii. The report shall include a statement of the scope of the audit and examination for each Bond Program Fund; the period covered by the audit and examination; and a list of the financial statements included in the report.

- iii. The report shall include a statement of material audit findings and recommendations regarding the financial statements, internal controls and accounting systems, and legality of actions for each Bond Program Fund.
- iv. Audited financial statements in the report shall include a "Statement of Operations," a "Statement of Assets and Liabilities" (Balance Sheet), and a "Statement of Cash Flows" for each Bond Program Fund.
- v. The audit report shall include any other material information required by CAEATFA, the SCO, or the Government Code.
- vi. The audits will be for fiscal years 2020/21, 2021/22, and, if the contract is extended by CAEATFA, 2022/23.
- vii. Contractor shall review the proposed report with CAEATFA staff prior to finalizing and reporting results of the audit to the SCO.
- viii. The audits must meet the reporting timeframe requirements of the SCO. Currently, it is anticipated that the annual audit should be conducted and completed by December 30th of the following fiscal year. The audit submittal time frame is subject to change upon further instruction from the SCO.
- ix. One original and ten (10) copies of the audit report shall be prepared with the provision for additional copies upon request, and an electronic version shall be provided in PDF format.
- x. In all respects, Auditor shall represent the best interests of CAEATFA and the State of California in all transactions and proceedings.

c. Special Districts Financial Transaction Report

The Special Districts Financial Transactions Report must be prepared exactly in the same format as the [SCO's Special Districts Financial Transactions Report](#). Contractor must complete this report on CAEATFA's behalf each year at least one week before the due date (Per [Section 53891 of the Government Code](#), this report is due within seven months after the close of each fiscal year and shall be in the form required by the Controller.).

CAEATFA will work with Contractor to provide all available accounting records and data necessary for the performance of the work described herein, and CAEATFA will provide office workspace and furnishings adjacent to its offices at 801 Capitol Mall, Sacramento, California 95814. All other equipment or materials are to be provided by the Contractor.

Auditor shall be responsive to CAEATFA staff regarding the status of the audit, including prompt response to emails and telephone calls. Auditor shall keep CAEATFA staff apprised of information needed and issues outstanding, and shall meet deadlines set by CAEATFA staff.

d. Standards and Requirements

The audit will include an evaluation of CAEATFA's internal controls in accordance with generally accepted auditing standards as set forth in [Statements on Auditing Standards](#), published by the American Institute of Certified Public Accountants, and the SCO's Minimum Audit Requirements for California Special Districts. The audit and examination will include such tests of the accounting records and procedures as are necessary for the expression of the firm's opinion, in compliance with Rule 58 of the California Board of Accountancy, on the financial statements taken as a whole, in conformity with generally accepted accounting principles as promulgated by the Governmental Accounting Standards Board ("GASB"), and general provisions of State law. At a minimum, Contractor shall, for each audit and examination:

- i. Confirm assets held by CAEATFA for each bond program fund.
- ii. Verify the bonds outstanding for the bond financing program.
- iii. Treat all information in a confidential manner with all recommendations to be stated only in the audit reports provided to CAEATFA for appropriate release by CAEATFA as required by law.
- iv. Upon release by CAEATFA, report results of the audit, complete and file necessary forms, including requirements for conduit issuers to the SCO.

5. Term of Agreement

The term of the Agreement will be for a two-year period beginning October 5, 2021, through October 4, 2023, with the option for CAEATFA to extend for one additional year, and may not exceed \$45,000.00 over the entire term of the agreement. The effective date is either the proposed award (Section C, Item 1), or the date of approval of the Agreement by the State of California, whichever is later. Work shall not 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. **An office established in the State of California.** Proposer and any subcontractor identified in the proposal must be qualified to do business in the State of California. Proposer must submit evidence with its proposal demonstrating compliance with this requirement by completing all required Attachments (1-15).
2. **Firm must be a professional certified public accounting firm, not in public employment, in business for at least three (3) years.**
3. **Firm must have conducted, within the last five (5) years, at least three (3) audits of State governmental agencies, preferably agencies engaged in bond financing. The firm must have experience with State accounting and related processes.**
4. **Firm must have sufficient staff to provide auditing services to CAEATFA to meet the deadlines outlined in the Scope of Work (Section A.4.).**
5. **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.**
6. **Firm must be free from conflicts of interest, not only at the time of selection, but throughout the term of the Contract as well.**
7. **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>
July 20, 2021	RFP Advertisement – California State Contracts Register (“CSCR”). RFP available to prospective proposers.
July 27, 2021	Written questions must be received by CAEATFA by 12:00 p.m. PT.
August 3, 2021	Posting of responses to written questions on the CSCR and CAEATFA websites
August 10, 2021	Proposals are due and must be received by CAEATFA at 915 Capitol Mall, Room 538, Sacramento, CA 95814, or Hand Delivered to 801 Capitol Mall, 2nd Floor, Sacramento, CA 95814 by 12:00 p.m. PT.
August 10, 2021 – August 31, 2021	Evaluation and selection of firm by evaluation committee. Determination of responsive proposals.
August 31, 2021	Notice of Intent to Award
October 5, 2021	Proposed Award Date (or upon approval of Agreement by the State of California)

2. 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, noting the following information:
 - i. Conflicts of Interest. Firms must disclose any business relationships which may be construed to be potential conflicts of interest. CAEATFA may request interviews of firms for the purpose of clarifying any situations that could be construed to be a conflict of interest, and has the sole and exclusive authority to disqualify a firm if CAEATFA determines a conflict exists.
 - ii. Legal Actions. Describe any and all instances within the past 24 months of your firm’s or any of its principals’ involvement in any litigation, arbitration, disciplinary or other official actions arising from the firm’s business.

- c. Firm Qualifications and Experience. CAEATFA expects to have a close working relationship with the selected firm as evidenced by the Scope of Work listed above, and requires the demonstration of a high degree of experience, training and proficiency in the conduct of the various functions performed. The firm should have a background in both accounting and auditing of conduit financing, including the issuance of conduit revenue bonds. In addition, CAEATFA expects that the selected firm will be up-to-date and comply with most recent best practices, accounting/auditing standards, and trends, and will maintain appropriate expertise and technology at the firm's own expense.

Include a discussion of any unique strengths possessed by your firm. This section is intended to provide an opportunity for the firm to demonstrate its qualifications. Information provided will be used in the evaluation process as outlined in Section C, Item 4.

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

Three-Year List of Auditor Engagements: Provide a list of your firm's auditor engagements during the last three (3) years. This list can be included in this section of the proposal (Firm Qualifications and Experience) or at the end of the proposal. Indicate if the accounting/auditing service provided was transaction-specific or for a contracted period. **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 financing should be highlighted/detailed, including auditor engagements for State governmental agencies, as well as private industry experience. The lead personnel in charge of the CAEATFA account must have at least five (5) years of experience in public accounting and audits for State governmental agencies, or service as an accounting or financial consultant to a State agency, as well as private industry experience. **This is a separate requirement from Attachment 3.**

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 work plan and fee schedule for tasks that will be required of the Auditor 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 \$45,000.00** for the entire service term (including all optional extensions).

Fees for deliverables set forth in the above in the Scope of Work (Section A.4.) shall be invoiced upon completion of each annual audit, in arrears, for services satisfactorily rendered. Proposals must include the firm's rates for Contractor personnel anticipated to work on the Scope of Work.

The proposed work should be broken down into a work plan and fee schedule for each year of the Contract, including the optional extension. Use the Cost Proposal Worksheet (Attachment 5)

as a guide for preparation. The work plan must identify lead personnel; include anticipated employee hours; and reflect the cost for preparation of reports, research and analysis, anticipated travel, and other direct cost expenses.

- f. Required Attachments. For the proposal to be considered responsive, all required Attachments (1-13) must be completed and included with the proposal by the dates and times shown in Key Action Dates (Section C.1.).

3. 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.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 p.m. PT on August 10, 2021. 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:

<p>Request for Proposals – “Conduit Financial Audit Services” RFP# CAEATFA01-21</p> <p>CAEATFA Attn: Jessica Arceo 915 Capitol Mall, Room 538 Sacramento, CA 95814 (916) 651-5101</p> <p><u>DO NOT OPEN</u></p>
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Or Hand Deliver to:

<p>Request for Proposals – “Conduit Financial Audit Services” RFP# CAEATFA01-21</p> <p>CAEATFA Attn: Jessica Arceo 801 Capitol Mall, 2nd Floor Sacramento, CA 95814 (916) 651-5101</p> <p><u>DO NOT OPEN</u></p>

- 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 bidder 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)).

4. 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. 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).

Rating/Scoring Criteria	Maximum Possible Points
a. <u>Firm Qualifications and Experience</u> . CAEATFA will evaluate the firm's overall experience as detailed in Firm Qualifications and Experience (Section C.2.c.) for demonstration of the firm's ability and expertise to successfully complete the Scope of Work as described in Section A, specific to programs substantially similar to the Bond Program.	25 Points
b. <u>Personnel Qualifications and Experience</u> . CAEATFA will evaluate the individuals to be assigned to the Contract on the basis of background and experience in related work, including any experience with similar types of programs, if applicable, as detailed in Personnel Qualifications and Experience (Section C.2.d.).	20 Points
c. <u>Schedule and Work plan</u> . CAEATFA will evaluate the proposing firm's work plan and proposed schedule for implementation.	20 Points
d. <u>Cost Proposal (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).	35 Points
Maximum Total Possible Points	100 Points

- i. 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

Lowest Bidder's Cost Proposal = \$33,750

Other Bidder's Cost Proposal = \$45,000

$$(\text{Lowest cost proposal} / \text{other cost proposal}) = \$33,750 / \$45,000 = .75$$

$$(\text{Cost points awarded to other proposal} = .75 \times 35 = 26.25 \text{ points})$$

- j. 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.

5. Award and Protest

- a. Notice of the proposed award(s) shall be posted in a public place in the office of CAEATFA, 915 Capitol Mall, Sacramento, CA 95814 and on the following Internet site for five (5) working days prior to awarding the Contract(s): <http://www.treasurer.ca.gov/CAEATFA>.

- b. If any proposing firm, prior to the award of the Contract(s), files a protest with CAEATFA and the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, West Sacramento, CA 95605, on the grounds that the (protesting) firm would have been awarded a Contract had CAEATFA correctly applied the evaluation standard in the RFP, or had CAEATFA followed the evaluation and scoring methods in the RFP, the Contract(s) shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter. It is suggested that the firm submit any protest by certified or registered mail.
- c. Within five (5) days after filing the initial protest, the protesting 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. It is suggested that the firm submit this complete written statement by certified or registered mail.

6. 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 ([Chapter 3.5 \(commencing with Section 6250\) of Division 7 of Title 1 of the Government Code](#)) 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 that 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.

7. 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 10). 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 11). 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 (STD. 843) that demonstrates DVBE participation and qualification for a DVBE incentive, with proposal submittal. All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form(s). The DVBE Incentive participation is *optional* and at the discretion of the proposing firm.

NOTE: For this solicitation, the Incentive application is based on the High Score Method and shall not exceed five percent (5%) of the total score (See Attachment 12).

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.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.

<u>Attachment #</u>	<u>Attachment Name/Description</u>
_____	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 – Evidence of Qualification to do Business in the State of California
_____	Attachment 9 – Darfur Contracting Act Compliance 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 – 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. Signature	13. Date			
14. Are you certified with the Department of General Services, Office of Small Business Certification and Resources (OSBCR) as:				
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none; padding: 5px;"> a. California Small Business Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter certification number: _____ </td> <td style="width: 50%; border: none; padding: 5px;"> b. Disabled Veteran Business Enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, enter your service code below: _____ </td> </tr> </table>			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: _____
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: _____			
<p>NOTE: Proof of Certification is required to be included if either of the above items is checked "Yes" and will be verified.</p> <p>Date application was submitted to OSBCR, if an application is pending:</p>				

Completion Instructions for Proposal/Proposer Certification Sheet

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

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

ATTACHMENT 3

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.

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

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

Include additional pages as needed

ATTACHMENT 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.

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

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

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

ATTACHMENT 5

COST PROPOSAL WORKSHEET

Responsive proposals must include the firm's proposed work plan, hourly rates, including the rates of all subcontractors, and expenses for each year contemplated under the Contract, including the one-year option to renew, as shown in the sample tables format provided below. **The total Contract amount may not exceed \$45,000.00 (Forty-Five Thousand Dollars) for the Contract term, including any extension, at CAEATFA's option, for time.**

Work Plan / Rates - Audit of Fiscal Year 2020/2021

Direct Labor (Please enter applicable Job Titles)	Total Projected Hours	Hourly Rate	Total Cost
<i>[Partner/Lead Personnel]</i>			
<i>[Manager]</i>			
<i>[Senior Associates]</i>			
<i>[Staff Associates]</i>			
<i>[Administrative Support]</i>			
			Total Labor:
			Travel Costs:
			Grand Total:

Work Plan / Rates - Audit of Fiscal Year 2021/2022

Direct Labor (Please enter applicable Job Titles)	Total Projected Hours	Hourly Rate	Total Cost
<i>[Partner/Lead Personnel]</i>			
<i>[Manager]</i>			
<i>[Senior Associates]</i>			
<i>[Staff Associates]</i>			
<i>[Administrative Support]</i>			
			Total Labor:
			Travel Costs:
			Grand Total:

Work Plan / Rates - Audit of Fiscal Year 2022/2023 (cost if extended by CAEATFA)

Direct Labor (Please enter applicable Job Titles)	Total Projected Hours	Hourly Rate	Total Cost
<i>[Partner/Lead Personnel]</i>			
<i>[Manager]</i>			
<i>[Senior Associates]</i>			
<i>[Staff Associates]</i>			
<i>[Administrative Support]</i>			
		Total Labor:	
		Travel Costs:	
		Grand Total:	

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.

FEE SCHEDULE

(Cost portion of the evaluation will be scored based on the total proposed fees for audits of fiscal years 2020/21, 2021/22 and 2022/23.)

Audit of Fiscal Year 2020/2021	\$ _____
Audit of Fiscal Year 2021/2022	\$ _____
Total Proposed Fee for Fiscal Years 2020/21 & 2021/22 Audits	\$ _____
Audit of Fiscal Year 2022/2023 (cost if extended by CAEATFA)	\$ _____

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 lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

ATTACHMENT 8

EVIDENCE OF QUALIFICATION TO DO BUSINESS IN THE STATE OF CALIFORNIA

Proposer and any subcontractor identified in the proposal must be qualified to do business in the State of California. Proposer must submit evidence demonstrating compliance with this requirement with its proposal. Include a copy of the proposer's evidence of qualification as Attachment 8.

ATTACHMENT 9

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

OR

2. _____
Initials We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our proposal.

OR

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

CERTIFICATION for 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 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.

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

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

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

DVBE PARTICIPATION COMMITMENT. **Proposers seeking the DVBE incentive must submit a completed Disabled Veteran Business Enterprise Declaration, STD. 843, which demonstrates DVBE participation and qualification for a DVBE incentive.** All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form(s) which may be obtained through the following link:

https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_843.pdf.

The completed form should be included with the submitted proposal.

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

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

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

RESOURCES AND INFORMATION*

U.S. Department of Labor:

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

FOR:

Service-Disabled Veteran-Owned
Businesses in California

Local Organizations:

DVBE local contacts
www.pd.dgs.ca.gov/smbus

FOR:

List of Potential DVBE Subcontractors

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

Website: <https://caleprocure.ca.gov/pages/index.aspx>
Phone: (916) 375-2000
Email: eprocure@dgs.ca.gov

FOR:

- SB/DVBE Search
- CSCR Advertisements
- Training Modules

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

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

FOR:

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

Commercially Useful Function Definition

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

*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

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>

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

SAMPLE

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

October 5, 2021 (or upon approval by the State of California, whichever is later)

THROUGH END DATE

October 4, 2023 (plus optional one-year extension)

3. The maximum amount of this Agreement is:

\$45,000.00 (Forty-Five Thousand Dollars and Zero Cents)

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
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 D, Attachment 1	Key Personnel Resumes	
Exhibit E	Additional Provisions	1
	RFP #CAEATFA01-21 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

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Alternative Energy and Advanced Transportation Financing Authority

CONTRACTING AGENCY ADDRESS

915 Capitol Mall

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Derek Chernow

TITLE

Executive Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

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 Auditor agrees to provide audit and examination services as described herein. Pursuant to Chapter 10.7 (commencing with Section 5870) of Division 6 of Title 1 of the Government Code (https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=GOV&division=6.&title=1.&part=&chapter=10.7), the audits must comply with the Office of the State Controller's ("SCO") minimum standards for conducting audits (the Minimum Audit Requirements and Reporting Guidelines for California Special Districts are set forth in Subchapter 5 (commencing with Section 1131.1) of Chapter 2 of Division 2 of Title 2 of the California Code of Regulations). In addition, the Contractor will be expected to complete SCO's Special Districts Financial Transactions Report on behalf of CAEATFA (reporting forms and instructions are available at https://www.sco.ca.gov/ard_locinstr_districts_forms.html). SCO's audit and reporting requirements may be subject to change. As a result, the Contractor must be prepared to incorporate any additional legal or industry requirements for the performance of audits as may be disseminated by the SCO subsequent to the initial circulation of RFP #CAEATFA01-21. In addition, the firm may be requested to provide other assistance, on an as-needed basis, to support confirmation and reporting requirements for the Program.

a. Audit and Examination

In addition to any other requirements, Contractor will perform audits and examinations of the financial statements of CAEATFA's bond financing accounts and records as required by law which shall include the following:

- i. A disclosure of fees imposed on borrowers by, or on behalf of, CAEATFA's bond program.
- ii. A disclosure of expenditures related to those fees made by or on behalf of CAEATFA's bond program.
- iii. The dollar amount and nature of these fees and expenses.
- iv. A disclosure of the amount of bonds authorized but unsold at the end of the time period covered by the audit.
- v. A disclosure of the amount of debt CAEATFA has issued during the period covered by the audit, and the amount of debt still outstanding at the end of the time period covered by the audit.

b. Audit Report and Findings

- i. The report shall be prepared in the format outlined in the Minimum Audit Requirements and Reporting Guidelines of the SCO.
- ii. The report shall include a statement of the scope of the audit and examination for each Bond Program Fund; the period covered by the audit and examination; and a list of the financial statements included in the report.
- iii. The report shall include a statement of material audit findings and recommendations regarding the financial statements, internal controls and accounting systems, and legality of actions for each Bond Program Fund.

**EXHIBIT A
(Standard Agreement)**

- iv. Audited financial statements in the report shall include a "Statement of Operations," a "Statement of Assets and Liabilities" (Balance Sheet), and a "Statement of Cash Flows" for each Bond Program Fund.
 - v. The audit report shall include any other material information required by CAEATFA, the SCO, or the Government Code.
 - vi. The audits will be for fiscal years 2020/21, 2021/22, and, if the contract is extended by CAEATFA, 2022/23.
 - vii. Contractor shall review the proposed report with CAEATFA staff prior to finalizing and reporting results of the audit to the SCO.
 - viii. The audits must meet the reporting timeframe requirements of the SCO. Currently, it is anticipated that the annual audit should be conducted and completed by December 30th of the following fiscal year. The audit submittal time frame is subject to change upon further instruction from the SCO.
 - ix. One original and ten (10) copies of the audit report shall be prepared with the provision for additional copies upon request, and an electronic version shall be provided in PDF format.
 - x. In all respects, Auditor shall represent the best interests of CAEATFA and the State of California in all transactions and proceedings.
- c. Special Districts Financial Transaction Report
- The Special Districts Financial Transactions Report must be prepared exactly in the same format as the SCO's Special Districts Financial Transactions Report (https://www.sco.ca.gov/ard_locinstr_districts_forms.html). Contractor must complete this report on CAEATFA's behalf each year at least one week before the due date (Per Section 53891 of the Government Code (https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=53891.&lawCode=GOV), this report is due within seven months after the close of each fiscal year and shall be in the form required by the Controller.).
- CAEATFA will work with Contractor to provide all available accounting records and data necessary for the performance of the work described herein, and CAEATFA will provide office workspace and furnishings adjacent to its offices at 801 Capitol Mall, Sacramento, California 95814. All other equipment or materials are to be provided by the Contractor.
- Auditor shall be responsive to CAEATFA staff regarding the status of the audit, including prompt response to emails and telephone calls. Auditor shall keep CAEATFA staff apprised of information needed and issues outstanding, and shall meet deadlines set by CAEATFA staff.
- d. Standards and Requirements
- The audit will include an evaluation of CAEATFA's internal controls in accordance with generally accepted auditing standards as set forth in Statements on Auditing Standards, published by the American Institute of Certified Public Accountants, and the SCO's Minimum Audit Requirements for California Special Districts. The audit and examination will include such tests of the accounting records and procedures as are necessary for the expression of the firm's opinion, in compliance with Rule 58 of the California Board of Accountancy, on the financial statements taken as a whole, in conformity with generally accepted accounting principles as promulgated by the Governmental Accounting Standards Board ("GASB"), and general provisions of State law. At a minimum, Contractor shall, for each audit and examination:

**EXHIBIT A
(Standard Agreement)**

- i. Confirm assets held by CAEATFA for each bond program fund.
- ii. Verify the bonds outstanding for the bond financing program.
- iii. Treat all information in a confidential manner with all recommendations to be stated only in the audit reports provided to CAEATFA for appropriate release by CAEATFA as required by law.
- iv. Upon release by CAEATFA, report results of the audit, complete and file necessary forms, including requirements for conduit issuers to the SCO.

2. Term of Agreement

The term of the Agreement will be for a two-year period beginning October 5, 2021, through October 4, 2023, with the option for CAEATFA to extend for one additional year, and may not exceed \$45,000.00 over the entire term of the agreement. The effective date is either the proposed award (Section C, Item 1), or the date of approval of the Agreement by the State of California, whichever is later. Work shall not commence until the effective date.

3. Project Representatives

State Agency: California Alternative Energy And Advanced Transportation Financing Authority (CAEATFA)	Contractor:
Name: Derek Chernow, Executive Director	Name:
Address: 915 Capitol Mall Sacramento, CA 95814	Address:
Phone: (916) 653-8157	Phone:
Fax: (916) 589-2855	Fax:
Email: derek.chernow@treasurer.ca.gov	Email:

Direct all inquiries to:

State Agency: California Alternative Energy And Advanced Transportation Financing Authority (CAEATFA)	Contractor:
Section/Unit: CAEATFA	Section/Unit:
Attention: Jessica Arceo	Attention:
Address: 915 Capitol Mall Sacramento, CA 95814	Address:
Phone: (916) 651-5101	Phone:
Fax: (916) 589-2855	Fax:
Email: jessica.arceo@treasurer.ca.gov	Email:

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- a. For services satisfactorily rendered, and upon receipt and approval of 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 yearly invoicing conforms to contract terms and is conducive to accurate contract accounting and reporting.
- c. Invoices shall be provided to CAEATFA upon completion of each fiscal year audit in arrears, shall include Agreement Number CAEATFA01-21, the specific dates (month, day and year) covered by the invoice, and be addressed as follows:

Derek Chernow, Executive Director
California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA)
915 Capitol Mall, Room 538
Sacramento, California 95814

Invoices shall be sent via email to caeatfa@sto.ca.gov, jessica.arceo@treasurer.ca.gov, and jennifer.gill@treasurer.ca.gov with copies to other 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 \$45,000 over the entire term of the agreement (including any optional extensions).

**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: _____

Derek Chernow, Executive Director
California Alternative Energy and Advanced Transportation
Financing Authority (CAEATFA)
915 Capitol Mall
Sacramento, California 95814

Agreement No.: CAEATFA01-21

Project Description: **Audit and Examination of the Financial Statements and Internal Control
Performance of the CAEATFA Bond Program for FY 20__/__**

Key Personnel Name and Title/Classification	Services provided	Hours	Amount/Hour	Cost
1.				\$
2.				
3.				
4.				
5.				
6.				
Total Hours:			TOTAL COST:	\$

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

COST SHEET

Work Plan / Rates - Audit of Fiscal Year 2020/2021

Direct Labor (Please enter applicable Job Titles)	Total Projected Hours	Hourly Rate	Total Cost
<i>[Partner/Lead Personnel]</i>			
<i>[Manager]</i>			
<i>[Senior Associates]</i>			
<i>[Staff Associates]</i>			
<i>[Administrative Support]</i>			
Total Labor:			
Travel Costs:			
Grand Total:			

Work Plan / Rates - Audit of Fiscal Year 2021/2022

Direct Labor (Please enter applicable Job Titles)	Total Projected Hours	Hourly Rate	Total Cost
<i>[Partner/Lead Personnel]</i>			
<i>[Manager]</i>			
<i>[Senior Associates]</i>			
<i>[Staff Associates]</i>			
<i>[Administrative Support]</i>			
Total Labor:			
Travel Costs:			
Grand Total:			

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

Work Plan / Rates - Audit of Fiscal Year 2022/2023 (cost if extended by CAEATFA)

Direct Labor (Please enter applicable Job Titles)	Total Projected Hours	Hourly Rate	Total Cost
<i>[Partner/Lead Personnel]</i>			
<i>[Manager]</i>			
<i>[Senior Associates]</i>			
<i>[Staff Associates]</i>			
<i>[Administrative Support]</i>			
Total Labor:			
Travel Costs:			
Grand Total:			

FEE SCHEDULE

(Cost portion of the evaluation will be scored based on the total proposed fees for audits of fiscal years 2020/21, 2021/22 and 2022/23.)

Audit of Fiscal Year 2020/2021	\$ _____
Audit of Fiscal Year 2021/2022	\$ _____
Total Proposed Fee for Fiscal Years 2020/21 & 2021/22 Audits	\$ _____
Audit of Fiscal Year 2022/2023 (cost if extended by CAEATFA)	\$ _____

**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>.

SAMPLE

**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.

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

EXHIBIT D
(Standard Agreement)

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.

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

EXHIBIT D
(Standard Agreement)

13. Permits and Licenses

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

14. Books and Records

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

15. Key Personnel

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

16. Changes in Control, Organization or Key Personnel

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

17. Insurance Requirements

Contractor warrants that it carries adequate liability, worker's compensation and other necessary insurance and shall maintain such insurance at levels acceptable to the State in full force and effect during the term of this Agreement. Contractor agrees to furnish satisfactory evidence of this insurance coverage to the State upon request.

18. Subcontractors

- a. Contractor shall perform the work contemplated by this Agreement with resources available within its own organization except for subcontracted work identified in this Agreement or other attachment incorporated hereto. No other portion of the work pertinent to this Agreement shall be subcontracted

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without written authorization by the State. The subcontractor must be mutually agreed upon in advance by both parties.

- b. Contractor shall require that any subcontractor agree to be bound by all provisions of this Agreement, as applicable.

19. Notice of Proceedings

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

20. Cumulative Remedies

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

21. Binding Effect

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

22. Publicity

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

23. Services or Procurement Resulting from Agreement

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

24. Agreement Does Not Violate Law

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

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

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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.

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.

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31. Effect of Termination

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

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

32. Termination for Expatriation

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

33. Compliance With Political Reform Act

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

34. Darfur Contracting Act

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

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

Therefore, Public Contract Code section 10478(a) requires a company that currently has (or within the previous three years has had) business activities or other operations outside of the United States to certify that it is not a "scrutinized" company when it submits a bid or proposal to a State agency. A scrutinized company may still, however, submit a bid or proposal for a contract with a State agency for goods or services if the company first obtains permission from DGS according to the criteria set forth in Public Contract Code section 10477(b).

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35. Disabled Veteran Business Enterprise Program Participation

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

36. 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.

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

KEY PERSONNEL RESUMES

SAMPLE

EXHIBIT E
(Standard Agreement)

ADDITIONAL PROVISIONS

1. Progress Payments

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

2. Conflict of Interest; No Profit

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