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

**REQUEST FOR PROPOSAL-Secondary  
CONTRACT NO. CAEATFA05-18  
Universal Contractor Management Services for the  
California Hub for Energy Efficiency Financing (CHEEF)  
Pilot Programs**

**Notice to Prospective Proposers**

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Deana J. Carrillo

February 26, 2019

You are invited to review and respond to this Request for Proposal ("RFP") Number CAEATFA05-18. 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 ("Provider") to provide assistance to the Authority in the implementation of four Programs under the California Hub for Energy Efficiency Financing ("CHEEF") designed to provide attractive financing for energy efficiency upgrades in the single-family residential, affordable multi-family, small business and Municipalities, Universities, Schools, and Hospitals (MUSH) markets. More specifically, the Provider will provide services related to energy efficiency contractor engagement with the Programs including education & outreach, training, enrollment, support, compliance verification & quality assurance and reporting. Interested parties are invited to submit proposals in response to this RFP. In submitting your proposal, you must comply with these instructions.

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:

<http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>.

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

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

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Questions regarding this RFP must be submitted in writing no later than March 6, 2019 at 12:00 p.m. (noon) PST. Responses to the questions will subsequently be posted within several days 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 PROGRAMS**

### **1. Introduction**

The California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA or the "Authority") seeks proposals from which to select a qualified firm ("Provider") to enter into an agreement ("Agreement" or "Contract") to provide assistance to the Authority with development and ongoing support for tasks related to the implementation of CAEATFA's energy efficiency financing pilot programs under the California Hub for Energy Efficiency Financing (CHEEF), including: the Residential Energy Efficiency Loan Assistance Program (REEL); the Small Business Energy Efficiency Financing Program (SBF); the Affordable Multifamily Financing Program (AMF) and the Non-Residential Efficiency Financing Program (NRE) (collectively, "Programs"). Tasks addressed by this RFP include contractor and project developer (collectively, "contractor") recruitment and management; engagement, training and support; project compliance verification/quality assurance; and reporting for the CAEATFA programs that are listed above. The services provided will vary depending on the stage of development of each specific program.

The selection of the qualified firm will be based not only on the reasonableness of the proposed fees, but also on assurances that the selected firm will provide competent and responsive service to CAEATFA in all subject areas described in the Scope of Work (Section A) and will meet the Minimum Qualifications for Proposers (Section B). The ideal proposer will demonstrate experience with most or all of the following aspects of contractor recruitment, engagement and management:

- a. Functional aspects of energy efficiency markets as they pertain to buildings, across sectors (single family, commercial/industrial, multifamily, public sector), including the roles of building owners, tenants, contractors, energy service companies (ESCOs), project developers and capital providers in moving projects to completion.
- b. Contractor screening and qualification practices, including an understanding of California Contractors' State License Board (CSLB) requirements for licensure and local government permitting requirements.
- c. Building and maintaining contractor networks in support of Program goals and the development and implementation of strategies and tactics to support recruitment and active participation.
- d. Experience with energy efficiency technical measure descriptions, specifications and applications.
- e. Experience with effective writing and graphic design to engage contractors through outreach materials and other communications.
- f. Experience with training contractors to use financing programs as a tool to enable an increased volume of projects.
- g. Experience with education, training and ongoing support for contractors engaged in energy efficiency and finance programs to maximize program uptake and compliance with program guidelines. Experience should include continual communication of guidance, notices, clarifications and changes to program requirements.
- h. Experience with the implementation of quality assurance processes in connection with energy efficiency and finance programs, such as desk-top review processes and documentation to assure compliance with energy efficiency program requirements, post-installation field verifications, communication and coordination with contractors to correct deficiencies/coaching.
- i. Experience with implementation, operation, and participation processes for investor-owned utility energy efficiency rebate and incentive programs.

## 2. CAEATFA Background and Overview

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

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

## 3. Energy Efficiency Financing Pilot Programs Background and Overview

On September 19, 2013, the CPUC approved the Decision Implementing 2013-14 Energy Efficiency Pilot Programs (Decision 13-09-044, the "Decision"). In the Decision, the CPUC directs the Investor Owned Utilities (IOUs) it regulates to allocate ratepayer funds for use in the Pilot Programs.

Through the Pilot Programs, the CPUC seeks the development of "new, scalable, and leveraged financing products to offer consumers to help them produce deeper energy efficiency projects than previously achieved through traditional program approaches."<sup>1</sup> The Programs include credit enhancements for financing made to the residential and small business sectors. The Credit Enhancements (CEs) are expected to provide additional security to third-party capital providers, thereby resulting in increased customer access to more favorable financing terms. The credit-enhanced loans, leases, retail installment contracts, service agreements and savings-based payment agreements made under the Programs will be used to fund approved measures as described in the relevant CAEATFA regulations and are expected to be offered by multiple participating finance companies (e.g., banks, credit unions, equipment lease providers, specialty lenders, and specialty finance companies enrolled in the Programs).

The Programs have each been authorized for activity for at least a two (2) -year period and the CPUC allows each Program to continue operating through its evaluation period. REEL, the single family residential program launched in Q2 2016 with its official two-year period running through July 18<sup>th</sup>, 2018. Opinion Dynamics Corporation has been selected to evaluate REEL and it is expected that the evaluation and subsequent consideration for extension will take place in 2019. REEL and each of the Programs may ultimately be extended at the discretion of the CPUC. While the CPUC has approved funding for the program, CAEATFA's legislative budget authority is currently approved for funding into FY 20-21 (approximately December 31, 2020). Subject to CAEATFA's receipt of the anticipated legislative and CPUC budget approvals for future fiscal years, the term of the Agreement will be for a two-year period with the option for CAEATFA to extend for one additional year.

**The Contract amount for this RFP may not exceed \$1,500,000.00 (One million five hundred thousand dollars) for the entire service term, including all optional extensions.**

Attached, in Section F hereof, 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 Provider will be bound.

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<sup>1</sup> CPUC Decision 13-09-044, p. 3.

## **CAEATFA's Role**

CAEATFA assumed the role of the administrator of the California Hub for Energy Efficiency Financing (CHEEF). As the CHEEF, CAEATFA serves as a facilitator among a multitude of stakeholders, including the CPUC, the IOUs, finance companies, and energy efficiency retrofit contractors. This includes, but is not limited to, management of the flow of funds and data for the Programs and provision of an over-arching structure through which those stakeholders can participate in a standardized "open market" that facilitates financing of energy efficiency projects in California. CAEATFA promulgates regulations for the Programs through a public rulemaking process and develops pro forma program documentation for use by finance companies, contractors, project developers and customers. The CPUC further directed the IOUs to contract with CAEATFA to establish procedures, terms and conditions for the primary CHEEF functions of fund management, financial product data and borrower data management, and on-bill repayment (OBR) mechanisms and collections oversight.

CAEATFA is also coordinating with the Center for Sustainable Energy (CSE), the current implementer of the statewide marketing plan for the Programs. CSE is performing certain designated roles related to marketing, education and outreach to support the Programs including branding, some collateral development and developing and maintaining a dedicated website - [gogreenfinancing.com](http://gogreenfinancing.com) – which will house resources for contractors and project developers as well as customers. The Provider will be expected to coordinate with CSE or its successor related to contractor and project developer outreach and engagement materials on CAEATFA's behalf.

## **The Energy Efficiency Financing Pilot Programs**

The four Programs include:

- 1) Residential Energy Efficiency Loan Assistance Program (REEL)
- 2) Small Business Energy Efficiency Financing Program (SBF)
- 3) Affordable Multifamily Financing Program (AMF)
- 4) Non-Residential Efficiency Financing Program (NRE)

Broadly, the Programs use one or more tools to incentivize finance companies to enhance access to capital for energy efficiency projects. Each program encompasses a market sector with different approaches to each sector. Programs may offer one or more of the following: (1) credit enhancements that cover some portion of the risk of default and/or delinquency on customer payments; (2) on-bill repayment through which customers repay principal and financing charges via the utility bill; and (3) on-bill repayment through which finance companies additionally may benefit from the IOU's customer service disconnection process that is tied to a customer's failure to make financing repayments. Projects that are enrolled in the Programs may also receive rebates or incentives from the relevant IOU, Regional Energy Network (REN), or Community Choice Aggregator (CCA). However, participation in an IOU/REN/CCA rebate or incentive program is not a requirement of participants in the Programs.

The operational details, eligibility criteria, and launch dates vary among the four Programs, however the functions and requirements of the Provider, while not identical, are similar for each Program. To meet participation targets all Programs rely on the engagement of contractors and other market actors. Some programs include a role for project developers. The effective performance of the Provider functions will be essential to secure the engagement and ongoing participation of these contractors. Contractors must meet eligibility criteria and maintain good standing to receive publicity through the Program and to provide potential customers with access to program financing.

Program	Role in Program	
	Contractor	Project Developer
REEL	Yes	No
Small Business	Yes	Yes
Affordable Multifamily	Yes	No
Non-Residential	Yes	Maybe (under development)

More specific information on the Programs is as follows:

a. Residential Energy Efficiency Loan Assistance Program:

**REEL** launched with enrollment of its first loan in July 2016, and since November of 2017, the Provider services described in this RFP specific to REEL have been carried out under contract by Frontier Energy ("REEL CM"). Issuance of a contract pursuant to this RFP will replace the REEL CM with a Provider that provides services for all four Programs.

REEL is intended to increase adoption of comprehensive energy efficiency measures in homes by facilitating homeowners' access to attractive capital in a framework that supports effective measures. The initial regulations, pro-forma documentation, and training documents have been established for the REEL Program and can be found at:

<https://www.treasurer.ca.gov/caeatfa/cheef/reel/regulations/index.asp>

Open to multiple finance companies, this Program establishes a loss reserve for REEL Program loans. The REEL Program also incorporates a sub-pilot available in PG&E service territories, the Energy Financing Line-Item Charge (EFLIC). The EFLIC will be designed to evaluate the attractiveness to customers in the residential sector of repaying energy efficiency financing obligations through a line item charge on the utility bill and to identify the impact of OBR on residential loan performance. CAEATFA plans to develop the EFLIC sub-pilot if the REEL program is made permanent by the CPUC.

As of December 2018, seven lenders and 292 contractors were participating in REEL with \$5.8 million in loans and 340 projects enrolled. As mentioned above, an evaluation of REEL is expected to be completed by the CPUC during 2019. The Program will continue to recruit and enroll contractors until the CPUC decides whether or not to extend the Program from its pilot phase. Multiple resources describing the current CAEATFA interactions with contractors are available at: <https://www.gogreenfinancing.com/residentialcontractors>

b. Small Business Energy Efficiency Financing Program:

**The Small Business Program** is designed to increase access to attractive energy efficiency financing for small businesses and non-profits in IOU service territories. Both building owners and tenants may participate. Participation will typically be facilitated by a contractor that is installing measures on a project or a project developer that is shepherding a project in which others perform installations. Credit enhancements provided through the Program are expected to allow finance companies to offer some combination of lower rates, longer terms, larger amounts available for financing, lower contractor reserve requirements, and generally more flexible approval criteria. These enhancements will enable broad market participation, thereby increasing the installation of comprehensive energy efficiency projects in this sector. CAEATFA is developing a web-based, user-interface where finance companies, project

developers and contractors will all be able upload data related to a project to allow for smooth and easy enrollment in the Program. This user-interface is expected to be functional in July of 2019.

A Program summary and the proposed regulations are available at:  
<https://www.treasurer.ca.gov/caeatfa/cheef/sblp/>.

Regulations for the Small Business Program took effect on December 17, 2018. Enrollment of Finance companies is anticipated to begin in early 2019. Enrollment of project developers, and contractors in the Program is expected to begin in February/March 2019. Formal launch with full Program functionality for small businesses is anticipated for July 2019 concurrent with the readiness of the user-interface. CAEATFA is currently exploring a soft-launch with a more manual data submission process that could be ready as early as April of 2019. On-bill repayment functionality may be added to the Small Business Program in late 2019.

c. Affordable Multifamily Financing Program:

**The Affordable Multifamily Financing Program** is expected to offer a credit enhancement on financing for energy efficiency and demand response improvements on affordable housing properties. This program is expected to launch in mid/late 2019, and will support loans, leases and service agreements and savings-based payment agreements. This program will be designed to heavily leverage the IOU rebate and incentive programs, the Low Income Weatherization Program (LIWP) and Solar on Multifamily Affordable Housing (SOMAH) Program. On-bill repayment functionality may be added to the Affordable Multifamily Program.

d. Non-Residential Efficiency Financing (NREF) Program:

**On-Bill Repayment (OBR) Functionality** is being designed and intended to be offered to test whether this service is an effective tool to strengthen lender and borrower participation in energy efficiency retrofits for large commercial and MUSH buildings. Large commercial and MUSH building customers would be permitted to finance energy efficiency as well as distributed generation and storage measures as part of the project scope.

Program Implementation Timetable	
Program	Status
REEL	Ongoing, anticipate CPUC consideration of extension in late 2019
Small Business	Regulations approved in December 2018, contractor recruitment beginning in Q1 2019, initial financings/projects anticipated to be enrolled in Q2/Q3 2019
Affordable Multifamily	Regulations to be developed in Q2 2019, initial financing/projects anticipated to be enrolled in Q4 2019
Non-Residential	TBD

## The Role of Contractors

Contractors will play a critical role in the success of the Programs. They are expected to take the lead in introducing customers to energy efficiency projects that will save energy and reduce energy bills. They will often be the conduit to connect customers with financing options to make energy efficiency

possible. Contractors will need to understand Program rules and eligibility requirements to make sure that projects are eligible for financing under the Program (in SBF, project developers may also play this role). Contractors will provide important installed measure data to the Program that will be used for many purposes, including Program evaluation. CAEATFA expects a wide range of contractors to enroll in the Programs, from small mom-and-pop shops (particularly in REEL) to large engineering firms and ESCOs.

### The Role of Project Developers

In the Small Business Program, and possibly in the Non-Residential and Affordable Multifamily Programs, project developers help customers develop scopes of work and guide projects to completion. They may conduct energy assessments, help customers choose a contractor, navigate utility rebate programs, and coach them through other parts of the process. We expect in the Small Business Program that project developers will be vital for deal-flow and will also help contractors adhere to the Program requirements and supply project data to the Program. Project developers do not install measures. The project developer role is expected to be fulfilled by organizations that have contracts with the IOUs as Program Implementers, lighting and other distributors, and non-profits that help businesses meet environmental goals.

Program	Currently Anticipated to Participate in the Program	
	Contractor	Project Developer
REEL	YES	NO
Small Business	YES	YES
Affordable Multifamily	YES	MAYBE
Non-Residential	YES	MAYBE

### CAEATFA seeks to have contractors and project developers enroll in the Programs that:

- Are distributed throughout the state, proportionate to the population
- Install or are familiar with the types of measures offered under the Programs
- Understand the benefits of energy efficiency
- Promote efficient options and Program financing to their customers
- Reflect the ethnicities of and speak the languages of their potential customers
- Frequently enroll projects in the Programs

### 4. Scope of Work

Under the general direction of the Executive Director of CAEATFA or his or her designee, Provider will provide the services outlined below. At the time the selected firm comes under contract, the tasks set forth below will already have been implemented in the REEL Program. The firm selected through this RFP will assume responsibility for such tasks from REEL CM, review and improve the effectiveness of prior approaches, and implement similar scopes of services as set forth below for the remaining three programs as they are launched, and for the duration of the Programs through the full term of the Contract. Tasks in some of these categories require coordination with CSE. The Scope of Work broadly falls into the seven categories listed below. Again, please note that “contractor” below also includes “project developers” for the Small Business Program, and may potentially be included in the Affordable Multifamily and Non-Residential Efficiency Financing programs, depending on how the programs are ultimately structured.



- Contractor Marketing, Education, and Outreach (ME&O) and Recruitment
- Contractor Training
- Contractor Enrollment
- Support and Engage Participating Contractors
- Project Compliance Verification/Quality Assurance
- Data Management and Reporting
- Program Design Assistance/Task Orders

**a. Contractor ME&O and Recruitment**

The Programs rely on the participation of contractors and project developers who must meet eligibility criteria and maintain good standing to be able to offer program financing to their customers. Provider will conduct the following tasks for all four Programs as they are launched.<sup>2</sup> Note that these tasks may change as the Programs are developed, refined and evolve.

- i. Perform comprehensive outreach to recruit contractors to the program through meetings, conferences, workshops, calls, webinars, e-mails, and social media. Coordinate contractor outreach and messaging with IOUs and cross-promote Programs to IOU contractors. Conduct outreach to strategic channels such as trade associations, contractor groups, and manufacturers and distributors of equipment; develop and manage relationships to grow contractor participation in the Program.
- ii. Develop and provide marketing collateral to describe the program requirements and benefits for use in recruiting.
- iii. Continually review recruitment strategies and adjust as indicated to grow contractor enrollment and participation across IOU territories.
- iv. Maintain an electronic file of eligible contractors for outreach purposes.
- v. Maintain accurate lists and a map of participating contractors on the public facing website.

**b. Contractor Training**

Provider will develop new and expand current training curricula and resources to provide Program guidance consistent with regulations to contractors. Resources will cover specific processes and documentation requirements for contractors to enroll in the Program(s), eligibility requirements for projects that are part of the Programs, completion and submission of documentation for the Programs, and guidance on best-practices for using the availability of financing resources to increase the volume and scope of energy efficiency projects, including:

- i. Develop and maintain an on-line, on-demand training webinar series for participating contractors that addresses all aspects of participation in the Programs, including project eligibility and documentation requirements; functionality of the user interface for Program data submission, manual data submission processes, incorporation of financing into contractor sales tools and techniques; best practices and case studies.
- ii. Conduct in-person and live webinar training events as needed to attract and maintain sufficient pools of enrolled contractors to meet participation targets for the Programs.

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<sup>2</sup> Certain strategies for the REEL Program have been developed and launched by CSE, the REEL Contractor Manager, and CAEATFA staff.

- iii. Maintain updated reference materials, fact sheets, toolkits, manuals and other resources to complement trainings and assist contractors with project eligibility, documentation requirements, and incorporation of financing into their sales.
- iv. Assist contractors who have questions on the program and its requirements, or need additional training.

**c. Contractor Enrollment**

Contractors who desire to participate in the Programs must meet eligibility requirements and undergo an enrollment process comprising application (“contractor application”), screening, and training. Provider will ensure compliance with all eligibility, screening and training requirements, which are detailed in the Programs’ regulations. Links to the REEL and SBF regulations are provided above in Section A.3. Regulations for AMF and NRE Programs, and thus eligibility requirements, are under development. The Provider will perform the following tasks associated with contractor enrollment:

- i. Review contractor applications to ensure all eligibility requirements have been met in compliance with CAEATFA Program Regulations.
- ii. If application is compliant, welcome contractors to the Program, notify CAEATFA, document compliance, and update public-facing materials and internal database.
- iii. If application is non-compliant, notify applicant and CAEATFA and, if applicable, detail for the applicant the steps needed for the application to conform with Program requirements.
- iv. On a quarterly basis, confirm that contractors meet criteria to maintain participating contractor status, including:
  - 1. CSLB license is current and free of discipline.
  - 2. Insurance requirements are maintained.
  - 3. Other requirements as appropriate.
  - 4. On a regular basis, ensure that public listing information, Program contacts and authorized signatories are current.

**d. Support and Engage Participating Contractors**

Providing contractors with the support they need to successfully participate in the Programs is critical to the Programs’ overall success, thus CAEATFA will place a high priority on Provider proposals that show particular strength in this area. Provider will be responsible for the day-to-day interaction with and support of participating contractors in the Programs and is expected to:

- i. Provide regular communications and touch-points with participating contractors through email, phone calls, and where appropriate, visits. Provide updates on Program developments and recognize active contractors.
- ii. Work with participating contractors who have not yet completed a project to encourage and assist them in using the program.
- iii. Provide direction and coaching on use of Program tools and documentation requirements and data submission including any user interface.
- iv. Conduct contractor roundtable calls to gather program feedback and to provide answers to contractor inquiries.
- v. Support e-mail and telephone inquiries from contractors seeking answers to questions about program requirements and eligibility criteria. This will include supporting

contractors regarding eligible measures, proper documentation, and general compliance with program eligibility requirements set forth in the Program Regulations. In order to accommodate contractor working and selling schedules, this support shall be provided weekdays from 8:00 a.m. to 8:00 p.m.

- vi. Ensure content on Program websites is current, accurate, and complete, including but not limited to forms and participation instructions for the Programs and participating finance company information.
- vii. Receive customer feedback and complaints on contractor performance and as appropriate raise issues with contractors for remediation. Provide direction and coaching to contractors to address issues. Track and communicate issues to CAEATFA as needed.

**e. Project Compliance Verification/Quality Assurance**

The objective of compliance verification is to provide reasonable assurance that Program regulations and requirements related to energy efficiency retrofits are being met. Certain aspects of the compliance verification requirements for REEL and SBF are outlined in the regulations, links for which are provided in Section A.3 above. Regulations for AMF and NRE Programs are under development and thus any specific compliance verification requirements have yet to be addressed. For each program, Provider will develop recommended compliance verification protocols and procedures and sampling/inspection rates, consistent with any requirements in regulations, for CAEATFA approval. Provider will:

- Assess compliance with project data submission and project eligibility requirements through desktop reviews.
- Assess if eligible measures have been installed as reported by reviewing customer invoices or carrying out on-site field verification or reviewing photo verification.
- Provide contractors with direction on corrective action as needed by developing and implementing a framework for notifying contractors of project deficiencies and ensuring their satisfactory resolution. Framework will include offering additional training and coaching, and imposing discipline when required, including suspension of contractors' participation.

**i. Desktop Review**

Provider will receive a list of reported projects and corresponding project documents from the Master Servicer electronically on a weekly basis or as needed. Provider will review the project documents for accuracy, completeness, and consistency with relevant CAEATFA Program Regulations and to identify any areas of remediation that may be required. Sampling rates and selection criteria will be determined in consultation with CAEATFA.

The complete list of compliance reviews for each Program will be determined by the regulations and in consultation with CAEATFA. Among others, Provider will confirm that the project complies with the following requirements such as:

- a) Measures reported to CAEATFA as installed are consistent with invoices provided to the customer
- b) Installed Energy Savings Measures correspond to fuel provided by an IOU
- c) Contractor had correct license for project and license was current and in effect at the time of installation
- d) Projects qualifying through receipt of an IOU rebate truly received that rebate

- e) Contractor obtained and closed out required permits
- f) For REEL, if a CAS/CAZ test was required, the test was satisfactorily completed and documented

**ii. On-Site Field Verification**

Provider will perform on-site field verifications or review photo documentation provided by Program participants. Such verifications are intended to confirm that measures reported by the participating contractor to CAEATFA as installed were installed at the project property(ies).<sup>3</sup> Projects that receive on-site field verification may also require additional document reviews. Sampling rates and selection criteria will be determined in consultation with CAEATFA.

**iii. Contractor Deficiency Notification, Remediation, and Discipline**

Contractors must maintain good standing in the Programs in order to preserve eligibility to participate. Provider will establish a process for determining contractor continued eligibility or termination from Programs that considers severity and frequency of contractor project deficiencies and contractor's remediation and improvement efforts. This process will be developed by the selected firm in consultation with CAEATFA.

Representative tasks that may be included in this process could include:

- a) Identify project compliance deficiencies and provide contractor with written notice. Provide remedial training, guidance, and support to participating contractors to avoid repeat occurrence of deficiencies.
- b) If recurring deficiencies are identified, warn the participating contractor that failure to improve could lead to discipline or suspension from Program participation.
- c) If warranted by recurring deficiencies, impose discipline or suspend participating contractor from continued Program participation.

**f. Data Management and Reporting**

Provider will be responsible for tracking and regular reporting of key data for the Programs related to contractor activity. Specific reports and reporting intervals will be developed in consultation with CAEATFA and may be requested for use by CAEATFA, finance companies, the Master Servicer, marketing implementer or other program partners. Key categories of data to be provided in reports could include the following, among others:

- i. Contractor recruitment, training, and enrollment, including recruitment activities, webinars, trainings, and events, number of contractors attending, number of contractors pursuing enrollment, etc.
- ii. Public-facing documentation of contractor activity, including lists of participating contractors, services provided, contact information and associated map on the Program websites.
- iii. Information on individual contractor status, including pending, participating, and suspended contractors, with information on each contractor's engagement with the program, funded loans/projects, issues with lenders, any relevant information

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<sup>3</sup> These verifications are not intended to duplicate local government inspection and oversight related to health and safety or Title 24 code compliance.

discovered through contact with the contractor affecting their performance on the program, etc.

- iv. Compliance verification and quality assurance, including project level review results as well as summaries of activities conducted and relevant findings, such as number of satisfactory and unsatisfactory QC assessments for each contractor with completed projects, whether contractors resolved issues that were identified, number of days required to resolve, etc.

**g. Program Design Assistance/Task Orders**

If requested by CAEATFA and agreed upon in advance by CAEATFA and the Provider in written Task Orders, the Provider will make recommendations to CAEATFA on program design based on Provider's knowledge of industry practice and standards and its experience in providing these services. Task Orders will not increase the total not-to-exceed cost of this Contract. Specific deliverables, responsibilities, and timetables will be established by and between CAEATFA and the Provider in writing prior to commencement of work, and all approved Task Orders shall be made a part of this Contract.

**5. Term of Agreement**

The term of the Agreement will be for a two-year period beginning May 29, 2019 with the option for CAEATFA to extend for one additional year. The effective date is either the proposed award date (Section C, Item 1), or the date of approval of the Agreement by DGS, whichever is later. No work shall commence until the effective date.

**B. MINIMUM QUALIFICATIONS FOR PROPOSERS**

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

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

- 1. Proposer and any subcontractor identified in the proposal must be qualified to do business in the State of California. Proposer must submit all required Attachments (1-15) with its proposal demonstrating compliance with this requirement.**
- 2. An office established in the State of California.**
- 3. Must have been in operation for a minimum of two (2) years providing the types of services required under the Contract.**
- 4. Must have at least one of the following:**
  - a. A licensed Professional Engineer (PE) on staff.
  - b. AEE certification relevant to the scope of work to be performed by the Applicant. (Applicant to submit relevant certification to the scope of work).
  - c. BPI-certified contractor on staff Firm must not be a publicly traded corporation or subsidiary thereof that is incorporated offshore, even if the United States is the principal market for the public trading of the corporation's stock.
- 5. Firm must be free from conflicts of interest, not only at the time of selection, but throughout the term of the Contract ("Contract" or "Agreement") as well.**

6. Firm must be immediately available to provide the services that will be set forth in the Contract.

## C. PROPOSAL REQUIREMENTS AND INFORMATION

### 1. Key Action Dates

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

<u>Date</u>	<u>Action</u>
February 26, 2019	RFP Advertisement – California State Contracts Register (“CSCR”). RFP available to prospective bidders.
March 6, 2019	Written questions must be received by CAEATFA by 12:00 noon. Responses will be posted within a couple of days on the CSCR and CAEATFA websites.
<b>March 20, 2019</b>	<b>Proposals are due and must be received at the CAEATFA office at 915 Capitol Mall, Sacramento, CA 95814, by 4:00 p.m. PST.</b>
March 20, 2019 – March 27, 2019	Evaluation and selection of firm by evaluation committee. Determination of responsive proposals.
April 16, 2019	CAEATFA Board Meeting
April 17, 2019	Notice of Intent to Award
May 29, 2019	Proposed Award Date (or upon approval of Agreement by DGS)

### 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 (<http://www.dgs.ca.gov/pd/Resources/ModelLanguage.aspx>) provide general information for potential bidders describing how to provide a responsive bid.

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.
  - 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. Approach (Maximum twelve pages). Describe your approach to the scope of work, with reference to the critical tasks that you will carry out to accomplish the required scope—both those that are specifically called out in this RFP and others that are integral to your approach. Your approach is not limited to, but should include:
- i. An overview that describes your understanding of energy efficiency markets, including your view of where energy efficiency decisions are influenced and made in the supply chain, and by whom
  - ii. Critical components of a contractor outreach and engagement strategy, and why you think these are critical components
  - iii. A description of the market barriers that you will address in the execution of the Contract
  - iv. Any distinctions that you would make in your approach to each of the four different Programs
  - v. The critical tasks that you would accomplish in the first three months of the Contract, in the first six months of the Contract, and in the first year of the Contract
  - vi. Your approach to ensuring contractor compliance with regulations
  - vii. Your approach to engaging contractors who enroll in the Program but are not active in the Program
  - viii. How you would establish performance goals for the first year of the contract
  - ix. Methods you would use to achieve these goals
- d. Samples of prior ME&O, training or support resources or collateral to engage and connect with contractors.
- e. Samples of written communications to contractors.
- f. Firm Qualifications, Experience and References. CAEATFA expects to have a close working relationship with the selected firm as evidenced by the Scope of Work listed above, and requires the demonstration of a high degree of experience, training and proficiency in the conduct of the various functions performed. The firm should have a background in contractor management services, practices and requirements. In addition, CAEATFA expects that the selected firm will comply with current program implementation standards and trends and will maintain appropriate expertise at the firm's own expense.

This section is intended to provide an opportunity for the firm to demonstrate its qualifications. Information provided will be used in the evaluation process as outlined in Section C, Item 4.

- i. Firm Qualifications and Experience as Contractor. The Provider must demonstrate a high degree of experience, training, and proficiency in the various functions to be performed under the Scope of Work. In addition, CAEATFA expects that the Provider will be up-to-date with an understanding of energy efficiency markets, operations, trends, and best-practices and must maintain appropriate expertise and technology at the firm's own expense.
- ii. Experience of Firm. Discuss the overall experience of your firm that demonstrates its ability to successfully complete the Scope of Work (Section A, Item 4) and meet the Minimum Qualifications (Section B). Include the locations of firm offices as well as the name, title and telephone number of a contact for the firm. Experience should include recent contractor management services provided to state entities and others with

similar projects. Provide a detailed list of contractor management services by client or transaction for the past three years as an attachment. Indicate if the contractor management service provided was transaction-specific or for a contracted period.

- iii. References. Submit a list of at least three references (clients) to which the firm has provided similar contractor management services within the past five (5) years, and contact numbers for each (Attachment 4).
- g. Personnel Experience and Qualifications. Identify the personnel who will be providing the services required by the proposal, including years and type of experience for each person. Experience should include number of years at current firm as well as all prior service. Experience in contractor management and program implementation should be detailed, including contractor management for State governmental agencies, or service as a contractor manager to a State agency, as well as private industry experience.
  - i. Key Personnel. Complete Attachment 3 regarding the key personnel (include partners and associates) who will be directly involved in providing the services required under the contemplated Contract. Provide a brief description of the background and experience of each individual, both at current firm and all prior service. Identify the role of each staff member who will serve in the Contract, his/her title, and the percentage of the total firm effort that will be provided by that individual.
  - ii. Resumes. Provide detailed resumes for individuals who will be directly involved in providing the services under the Agreement, including any proposed subcontractor firms and their employees.
  - iii. Percentage of each individual's time that will be dedicated to provision of the following tasks:
    - a) Contractor ME&O and Recruitment
    - b) Contractor Training
    - c) Contractor Enrollment
    - d) Support and Engage Participating Contractors
    - e) Project Compliance Verification/Quality Assurance
    - f) Data Management and Reporting
    - g) Program Design Assistance/Task Orders

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

- h. Cost Proposal Format and Requirements. The anticipated Contract for contractor management services will be for a two-year period with a possible one-year option to renew. Hourly rates plus expenses shall be invoiced monthly, in arrears, for services satisfactorily rendered.

The cost proposal must identify lead personnel and billing rates as well as anticipated miscellaneous expenses. For evaluation purposes, the cost proposal **must** include the proposer's budget, work plan and work schedule for the Scenario. Proposals must include anticipated employee hours for both professional and administrative support services; and reflect the cost for preparation of reports, analysis, manuals and other printed materials, anticipated travel, and other direct cost expenses. Use the Cost Proposal Worksheet (Attachment 5) as a guide in preparing



your cost proposal. Bids submitted with a fee schedule not in compliance with these requirements will be rejected.

- i. Required Attachments. For the proposal to be considered responsive, all required Attachments (1-15) must be completed and included with the proposal by the dates and times shown in Key Action Dates (Section C, Item 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, Item 1). Proposals received after this date and time will not be considered.
- c. A minimum of one (1) unbound original and three (3) bound or unbound copies of the proposal must be submitted. All responses to this RFP must be submitted in hard copy and electronic copy (on thumb drive or disc) and received by CAEATFA no later than 4:00 p.m. PST on Wednesday March 20, 2019. 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" and mailed or delivered to the address shown in the following example:

**Subject – Request for Proposals – “Universal Contractor Management Services for the California Hub for Energy Efficiency Financing Program”  
RFP# CAEATFA05-18**

CAEATFA  
Attn: Jessica Arceo  
915 Capitol Mall  
Sacramento, CA 95814

#### **DO NOT OPEN**

- f. If the proposal is made under a fictitious name or business title, the actual legal name of the firm must be provided.
- g. Proposals not submitted under sealed cover and marked as indicated may be rejected.
- h. All proposals must include the documents identified in Attachment 1, Required Attachment Check List. Proposals not including the required attachments shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.
- i. Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
- j. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. CAEATFA may reject any or all proposals and may waive

any immaterial deviation in a proposal. CAEATFA's waiver of an immaterial deviation shall in no way modify the proposal document nor excuse the proposer from full compliance with all requirements if awarded the Contract.

- k. Costs for developing proposals and in anticipation of award of the Agreement are entirely the responsibility of the proposer and shall not be charged to CAEATFA or the State of California.
- l. An individual who is authorized to bind the proposing firm contractually shall sign the Proposal/Proposer Certification Sheet (Attachment 2). The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
- m. A proposing firm may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline as set forth in the Key Action Dates. The submission of a new proposal must comply with requirements of this section. Proposal modifications offered in any other manner, oral or written, will not be considered.
- n. A 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 bidder 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/Provider needs to be aware of the provisions regarding current or former state employees. If a Provider 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.
- i. The proposals that meet the Minimum Qualifications for Proposers in Section B and the Proposal Requirements in Section C will be evaluated and scored according to the criteria indicated below. A minimum of 85 points must be achieved to be considered responsive (a responsive proposal is one which meets or exceeds the requirements stated in this RFP). The selection will be made by an evaluation committee of CAEATFA on the basis of the following weighted factors (maximum points available for each criterion are noted).

**Rating/Scoring Criteria**

**Maximum  
Possible Points**

- |  |           |
|--|-----------|
| i. <u>Firm Qualifications, Experience, and References.</u> CAEATFA will evaluate the firm's overall experience and ability to successfully complete the Scope of Work as described in Section A, as well as the firm's experience as a contractor to state or other government entities for demonstration of the firm's expertise specific to programs substantially similar to The California Hub for Energy Efficiency Financing programs. | 30 Points |
| ii. <u>Personnel Experience and Qualifications.</u> CAEATFA will evaluate the individuals to be assigned to the Contract on the basis of background and experience in related work, including experience with energy efficiency technology and similar types of programs.  | 15 Points |
| iii. <u>Approach.</u> CAEATFA will evaluate the firm's understanding of the scope of work, focusing on the firm's proposed approach and tasks laid out to accomplish the scope of work.  | 25 Points |
| iv. <u>Fee Schedule (Cost).</u> CAEATFA will evaluate the actual fees proposed, including the reasonableness of rates, estimated cost detail and effectiveness (given value of services to be obtained), and cost effectiveness (given the experience and qualifications of firm and its   | 30 Points |

personnel). For evaluation purposes, the cost proposal **must** include the proposer's budget, work plan and work schedule for the Hypothetical Scenario from Attachment 5.

**Maximum Total Possible Points**

**100 Points**

- j. Cost Proposal Scoring. The lowest-cost proposal is awarded the maximum cost points (30 points). Other proposals are awarded cost points based on the following calculation:

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

**EXAMPLE:** A maximum of 30 points is available

$$\begin{aligned} \text{Lowest Bidder's Cost Proposal} &= \$1,125,000 \\ \text{Other Bidder's Cost Proposal} &= \$1,500,000 \end{aligned}$$

$$\begin{aligned} (\text{Lowest cost proposal} / \text{other cost proposal}) &= \$1,125,000 / \$1,500,000 = .75 \\ (\text{Cost points awarded to other proposal}) &= .75 \times 30 = 22.5 \text{ points} \end{aligned}$$

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

CAEATFA reserves the right to:

- Request an interview with, and additional information from, proposing firms prior to final selection.
- Select the Provider 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 Provider 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 (Government Code Section 6250 et seq.) and subject to review by the public. The State cannot prevent the disclosure of public documents. However, the contents of all proposals, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a proposer's proposal shall be held in the strictest confidence until the letter of Intent to Award Contract is posted.

## **7. Agreement Execution and Performance**

- a. Performance shall start not later than fifteen (15) days after the express date set by CAEATFA and the selected Provider, after all approvals have been obtained and the Agreement is fully executed. Should the Provider fail to commence work at the agreed-upon time, CAEATFA, upon five (5) days' written notice to the Provider, reserves the right to terminate the Agreement. In addition, the Provider shall be liable to CAEATFA for the difference between the Provider'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 (<http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>)**

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

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

### **2. Non-Small Business Preference (<http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>)**

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

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

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

The preference to a non-small business firm that commits to small business or microbusiness subcontractor participation of 25% of its net bid price shall be 5% of 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 bidders 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 14 outlines the DVBE Incentive Program. Bidders seeking the DVBE incentive must submit a completed DVBE Declarations form (STD. 843) that demonstrates DVBE participation and qualification for a DVBE incentive, with bid submittal. All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form(s). The DVBE Incentive participation is *optional* and at the discretion of the proposing firm.

**NOTE:** For this solicitation, the Incentive application is based on the High Score Method and shall not exceed five percent (5%) of the total score (see table in Attachment 14).

### **E. REQUIRED ATTACHMENTS**

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

## ATTACHMENT 1

### **REQUIRED ATTACHMENT CHECK LIST**

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

<b><u>Attachment #</u></b>	<b><u>Attachment Name/Description</u></b>
_____	Attachment 1 – Required Attachment Check List
_____	Attachment 2 – Proposal/Proposer Certification Sheet
_____	Attachment 3 – Key Personnel and Experience
_____	Attachment 4 – Proposer References
_____	Attachment 5 – Cost Proposal Work Sheet
_____	Attachment 6 – Payee Data Record (STD 204)
_____	Attachment 7 – Contractor Certification Clauses (CCC 04/2017)
_____	Attachment 8 – Evidence of Qualification to do Business in the State of California
_____	Attachment 9 – Darfur Contracting Act
_____	Attachment 10 – California Civil Rights Laws Certification
_____	Attachment 11 – Iran Contracting Act Certification
_____	Attachment 12 – Small Business or Microbusiness Preference (if applicable)
_____	Attachment 13 – Non-Small Business Preference (if applicable)
_____	Attachment 14 – California Disabled Veteran Business Enterprise (DVBE) Program Participation Instructions
_____	Attachment 15 – Bidder Declaration (GSPD-05-105)*

\*All Proposals must contain a completed Bidder Declaration.

## ATTACHMENT 2

### PROPOSAL/PROPOSER CERTIFICATION SHEET

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

**Do not return the RFP nor the "Sample Agreement" at the end of this RFP.**

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

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

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



### Completion Instructions for Proposal/Proposer Certification Sheet

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

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

**ATTACHMENT 3**

**KEY PERSONNEL & EXPERIENCE**

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

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

Include additional pages as needed

## ATTACHMENT 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

**Hypothetical Scenario:** As described in the Request for Proposals, Contractor Manager will provide services for four distinct programs, one of which (REEL) has been operational since 2016, two more of which (SBF and AMF) will launch in 2019, and the last of which (NRE) is expected to launch in 2020. The “Approach” section of bidders’ proposals should support the cost proposal by describing how bidders will perform the tasks described in the RFP, while the required cost proposal worksheet should be completed by bidders to provide annual fee estimates based on the scenarios described below. The scenarios do not address all Programs or all expected Contractor Manager activities but are intended to provide sufficient information upon which CAEATFA can compare proposals. Separate Cost Proposal Worksheets should be completed for REEL and SBF for both Year One and Year Two of the Agreement (below). The scenarios below do not include project developers.

- REEL
  - ME&O / Recruitment as required to enroll fifty (50) new participating contractors in Year One.
  - Contractor Training as required for ~300 currently enrolled and 50 new participating contractors for Year One and Year Two.
  - Enrollment of 50 new participating contractors in Year One.
  - Contractor Support as bidders anticipate would be necessary for the complete pool of participating contractors in Year One and Year Two.
  - Compliance Verification based on 100 desktop reviews and 40 on-site field verifications in Year One and 100 desktop reviews and 40 on-site field verifications in Year Two.
  - Data Management and Reporting as required based on description in the RFP in Year One and Year Two.
  - Travel Costs should be estimated for carrying out the tasks described above.
- Small Business Energy Efficiency Financing Program
  - ME&O / Recruitment required to enroll One Hundred (100) new participating contractors in Year One and fifty (50) new participating contractors in Year Two.
  - Contractor Training as required for the new participating contractors in Year One and both the new and already participating contractors in Year Two.
  - Enrollment of 100 new participating contractors in Year One and 50 new participating contractors in Year Two.
  - Contractor Support as bidders anticipate would be necessary for the complete pool of participating contractors in Year One and Year Two.
  - Compliance Verification based on 100 desktop reviews and 40 on-site field verifications in Year One and 100 desktop reviews and 40 on-site field verifications in Year Two.
  - Data Management and Reporting estimated based on description in the RFP in Year One and Year Two.
  - Travel Costs should be estimated for carrying out the tasks described above.

***Note that these scenarios are given only for purposes of evaluating the fees portion of proposals. Actual volumes under the Agreement may vary considerably.***

**Personnel and Labor Rates.** Responsive proposals must include the firm's proposed hourly rates, including the rates of all subcontractors, and miscellaneous expenses expected to be incurred for this Contract in a simple table format as provided in the worksheet below.

**Cost Categories.** Your fee schedule should consider the following cost categories, as more specifically described above in the under the heading "Hypothetical Scenario."

1. Estimated annual hours per employee for tasks related to contractor recruitment, training, enrollment, support, and reporting:
  - Contractor ME&O and Recruitment
  - Contractor Training
  - Enrollment
  - Support and Engage Contractors
  - Data Management and Reporting
2. A per-transaction cost for each instance of Compliance Verification work:
  - Desktop Verifications
  - On-Site Field Verifications

**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.

**Annual Costs.** The anticipated contract for Contractor Management services will establish a maximum cost for each year over a two-year period with a possible one-year option to renew. **The total Contract amount may not exceed \$1,500,000.00 (One million five hundred thousand dollars) for the entire Contract term, including the optional one-year extension.** Fees for tasks and deliverables as set forth in the Scope of Work (Section 4) shall be invoiced monthly, in arrears, for services satisfactorily rendered.

The firm shall submit detailed monthly invoices to CAEATFA for review and approval. All deliverables will be consistent with the scope of work described in the RFP. Specific deliverables, responsibilities, and timetables will be established by and between CAEATFA and the Provider via Task Order, and all Task Orders shall be made a part of the Contract.

**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.

**Proposals must include annual not-to-exceed costs, in one of the following formats:**

1. Each year is an annual flat fee, and must correlate to the firm's hourly rates as set forth in the Cost Proposal Worksheet and considering all cost categories from the Scope of Work.

**OR**

2. Monthly billing estimates for the work above, with an annual not-to-exceed cost for each year contemplated.

**Cost Proposal – Annual and Total Cost**

See Section 4 of the RFP and the Hypothetical Scenarios described above for more details.  
Review the RFP and the calculations in your Cost Proposal carefully. Mathematical errors may be corrected by CAEATFA.

Total Proposed Fee for First Year in Two-Year Contract Period \$ \_\_\_\_\_

Total Proposed Fee for Second Year in Two-Year Contract Period \$ \_\_\_\_\_

Total Cost for Two-Year Contract Term shall be the sum of the  
“Total Annual Cost” for Year One and Year Two, and  
shall not exceed \$1,500,000 for the potential three-year contract term. \$ \_\_\_\_\_

### Cost Proposal Worksheet – REEL– Year 1

#### Personnel and Labor Rates

#	Staff Name	Title/Position	Hourly Rate
1			\$
2			\$
3			\$

#### Cost Categories

<u>Service/Deliverable</u>	<u>(Position)</u>			<u>(Position)</u>			<u>(Position)</u>		
	<u>Annual Hours</u>	<u>Rate</u>	<u>Cost</u>	<u>Annual Hours</u>	<u>Rate</u>	<u>Cost</u>	<u>Annual Hours</u>	<u>Rate</u>	<u>Cost</u>
ME&O / Recruitment		@ \$	\$	x	\$	= \$	x	\$	= \$
Contractor Training		x \$	\$	x	\$	= \$	x	\$	= \$
Enrollment Applications		x \$	\$	x	\$	= \$	x	\$	= \$
Contractor Support		x \$	\$	x	\$	= \$	x	\$	= \$
Data Management/Reporting		x \$	\$	x	\$	= \$	x	\$	= \$
		Subtotal	\$		Subtotal	\$		Subtotal	\$

Annual Labor \$

<u>Compliance Verification</u>	<u>Cost Per Transaction</u>	<u>Estimated # Performed Annually</u>	<u>Annual Cost</u>
Desktop Verification:	\$ each	x	= \$
On-Site Field Verification:	\$ each	x	= \$

Annual Verification \$

#### Travel Costs

<u>Travel Description</u>	<u>Cost</u>	<u>Estimated # Annually</u>	<u>Annual Cost</u>
	\$ each	x	= \$
	\$ each	x	= \$

Annual Travel \$

#### Annual Costs

Total Proposed Fee for First Year in Two-Year Contract Period \$

### Cost Proposal Worksheet – REEL– Year 2

#### Personnel and Labor Rates

#	Staff Name	Title/Position	Hourly Rate
1			\$
2			\$
3			\$

#### Cost Categories

<u>Service/Deliverable</u>	<u>(Position)</u>			<u>(Position)</u>			<u>(Position)</u>		
	<u>Annual Hours</u>	<u>Rate</u>	<u>Cost</u>	<u>Annual Hours</u>	<u>Rate</u>	<u>Cost</u>	<u>Annual Hours</u>	<u>Rate</u>	<u>Cost</u>
ME&O / Recruitment		@ \$	\$	x	\$	= \$	x	\$	= \$
Contractor Training		x \$	\$	x	\$	= \$	x	\$	= \$
Enrollment Applications		x \$	\$	x	\$	= \$	x	\$	= \$
Contractor Support		x \$	\$	x	\$	= \$	x	\$	= \$
Data Management/Reporting		x \$	\$	x	\$	= \$	x	\$	= \$
		Subtotal	\$		Subtotal	\$		Subtotal	\$

Annual Labor \$

<u>Compliance Verification</u>	<u>Cost Per Transaction</u>	<u>Estimated # Performed Annually</u>	<u>Annual Cost</u>
Desktop Verification:	\$ each	x	= \$
On-Site Field Verification:	\$ each	x	= \$

Annual Verification \$

#### Travel Costs

<u>Travel Description</u>	<u>Cost</u>	<u>Estimated # Annually</u>	<u>Annual Cost</u>
	\$ each	x	= \$
	\$ each	x	= \$

Annual Travel \$

#### Annual Costs

**Total Proposed Fee for Second Year in Two-Year Contract Period \$**



### Cost Proposal Worksheet – SBF– Year 1

#### Personnel and Labor Rates

#	Staff Name	Title/Position	Hourly Rate
1			\$
2			\$
3			\$

#### Cost Categories

<u>Service/Deliverable</u>	<u>(Position)</u>			<u>(Position)</u>			<u>(Position)</u>		
	<u>Annual Hours</u>	<u>Rate</u>	<u>Cost</u>	<u>Annual Hours</u>	<u>Rate</u>	<u>Cost</u>	<u>Annual Hours</u>	<u>Rate</u>	<u>Cost</u>
ME&O / Recruitment		@ \$	\$	x	\$	= \$	x	\$	= \$
Contractor Training		x \$	\$	x	\$	= \$	x	\$	= \$
Enrollment Applications		x \$	\$	x	\$	= \$	x	\$	= \$
Contractor Support		x \$	\$	x	\$	= \$	x	\$	= \$
Data Management/Reporting		x \$	\$	x	\$	= \$	x	\$	= \$
		Subtotal	\$		Subtotal	\$		Subtotal	\$

Annual Labor \$

<u>Compliance Verification</u>	<u>Cost Per Transaction</u>	<u>Estimated # Performed Annually</u>	<u>Annual Cost</u>
Desktop Verification:	\$ each	x	= \$
On-Site Field Verification:	\$ each	x	= \$

Annual Verification \$

#### Travel Costs

<u>Travel Description</u>	<u>Cost</u>	<u>Estimated # Annually</u>	<u>Annual Cost</u>
	\$ each	x	= \$
	\$ each	x	= \$

Annual Travel \$

#### Annual Costs

Total Proposed Fee for First Year in Two-Year Contract Period \$

### Cost Proposal Worksheet – SBF– Year 2

#### Personnel and Labor Rates

#	Staff Name	Title/Position	Hourly Rate
1			\$
2			\$
3			\$

#### Cost Categories

<u>Service/Deliverable</u>	<u>(Position)</u>			<u>(Position)</u>			<u>(Position)</u>		
	<u>Annual Hours</u>	<u>Rate</u>	<u>Cost</u>	<u>Annual Hours</u>	<u>Rate</u>	<u>Cost</u>	<u>Annual Hours</u>	<u>Rate</u>	<u>Cost</u>
ME&O / Recruitment		@ \$	\$	x \$	= \$		x \$	= \$	
Contractor Training		x \$	\$	x \$	= \$		x \$	= \$	
Enrollment Applications		x \$	\$	x \$	= \$		x \$	= \$	
Contractor Support		x \$	\$	x \$	= \$		x \$	= \$	
Data Management/Reporting		x \$	\$	x \$	= \$		x \$	= \$	
		Subtotal	\$		Subtotal	\$		Subtotal	\$

Annual Labor \$

<u>Compliance Verification</u>	<u>Cost Per Transaction</u>	<u>Estimated # Performed Annually</u>	<u>Annual Cost</u>
Desktop Verification:	\$ each	x	= \$
On-Site Field Verification:	\$ each	x	= \$

Annual Verification \$

#### Travel Costs

<u>Travel Description</u>	<u>Cost</u>	<u>Estimated # Annually</u>	<u>Annual Cost</u>
	\$ each	x	= \$
	\$ each	x	= \$

Annual Travel \$

#### Annual Costs

Total Proposed Fee for Second Year in Two-Year Contract Period \$

## **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)**

(<http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>)

**CERTIFICATION**

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

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

**CONTRACTOR CERTIFICATION CLAUSES**

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

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

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

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

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

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

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

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.
- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

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

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

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

## **ATTACHMENT 8**

### **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 10**

**CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION**

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

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

**CERTIFICATION**

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

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

ATTACHMENT 11

**IRAN CONTRACTING ACT CERTIFICATION**

**IRAN CONTRACTING ACT**  
**(Public Contract Code sections 2202-2208)**

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your vendor or financial institution name and Federal ID Number (if available) and complete **one** of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

**OPTION #1 - CERTIFICATION**

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

**OPTION #2 – EXEMPTION**

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services.

If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		<i>Date Executed</i>

## ATTACHMENT 12

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

(If Applicable)

Small Business or Microbusiness Preference – <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>

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

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

## **ATTACHMENT 13**

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

(If Applicable)

Non-Small Business Preference – <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>

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

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

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

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

## ATTACHMENT 14

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

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

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

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

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

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

**DVBE PARTICIPATION COMMITMENT.** **Bidders seeking the DVBE incentive must submit a completed 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/pd/poliproc/STD-843FillPrintFields.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(/) regarding the performance of a commercially useful function. Bidders are to verify each DVBE subcontractor's certification with OSDS to ensure DVBE eligibility. Bidders cannot demonstrate DVBE incentive eligibility and DVBE Participation Goal Program compliance by performing a good faith effort.

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

## RESOURCES AND INFORMATION\*

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**U.S. Small Business Administration:**

Central Contractor Registration on-line database  
[www.ccr.gov](http://www.ccr.gov)

**FOR:**

Service-Disabled Veteran-Owned  
Businesses in California

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**Local Organizations:**

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

**FOR:**

List of Potential DVBE Subcontractors

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

Website: [www.eprocure.dgs.ca.gov](http://www.eprocure.dgs.ca.gov)  
Phone: (916) 375-2000  
Email: [eprocure@dgs.ca.gov](mailto:eprocure@dgs.ca.gov)

**FOR:**

- SB/DVBE Search
- CSCR Advertisements
- Training Modules

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

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

**FOR:**

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

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**Commercially Useful Function Definition**

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

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

## **ATTACHMENT 15**

### **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:

<http://www.documents.dgs.ca.gov/pd/poliproc/MASTEr-BidDeclar08-09.pdf>



**STANDARD AGREEMENT**

STD 213 (Rev. 10/2018)

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

May 29, 2019 (or upon DGS approval)

THROUGH END DATE

May 28, 2021 (plus optional one-year extension)

3. The maximum amount of this Agreement is:

\$1,500,000.00 (One million five hundred thousand dollars and zero cents)

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	6
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C *	General Terms and Conditions - GTC 04-2017	1
Exhibit D	Special Terms and Conditions (attached hereto as part of this agreement)	6
Exhibit D, Attachment 1	Key Personnel Resumes	
Exhibit E	Additional Provisions	1
	RFP #CAEATFA05-18 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 [www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx](http://www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx)*

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

Deana J. Carrillo

TITLE

Executive Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

**STANDARD AGREEMENT**

STD 213 (Rev. 10/2018)

AGREEMENT NUMBER  
SAMPLE

PURCHASING AUTHORITY NUMBER (if applicable)

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION, IF APPLICABLE

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

**SCOPE OF WORK**

**1. Scope of Work**

Under the general direction of the Executive Director of CAEATFA or his or her designee, the Provider will provide the services outlined below. At the time the Provider comes under contract, the tasks set forth below will already have been implemented in the Residential Energy Efficiency Loan Assistance Program (REEL). Provider will assume responsibility for such tasks from the REEL Contractor Manager (CM), review and improve the effectiveness of prior approaches, and implement similar scopes of services as set forth below for the remaining three programs as they are launched, and for the duration of the Programs through the full term of the Contract. Tasks in some of these categories require coordination with Center for Sustainable Energy (CSE). The Scope of Work broadly falls into the seven categories listed below. Again, please note that “contractor” below also includes “project developers” for the Small Business Program, and may potentially be included in the Affordable Multifamily and Non-Residential Efficiency Financing programs, depending on how the programs are ultimately structured.

- Contractor Marketing, Education, and Outreach (ME&O) and Recruitment
- Contractor Training
- Contractor Enrollment
- Support and Engage Participating Contractors
- Project Compliance Verification/Quality Assurance
- Data Management and Reporting
- Program Design Assistance/Task Orders

**a. Contractor ME&O and Recruitment**

The Programs rely on the participation of contractors and project developers who must meet eligibility criteria and maintain good standing to be able to offer program financing to their customers. Provider will conduct the following tasks for all four Programs as they are launched.<sup>1</sup> Note that these tasks may change as the Programs are developed, refined and evolve.

- i. Perform comprehensive outreach to recruit contractors to the program through meetings, conferences, workshops, calls, webinars, e-mails, and social media. Coordinate contractor outreach and messaging with Investor Owned Utilities (IOUs) and cross-promote Programs to IOU contractors. Conduct outreach to strategic channels such as trade associations, contractor groups, and manufacturers and distributors of equipment; develop and manage relationships to grow contractor participation in the Program.
- ii. Develop and provide marketing collateral to describe the program requirements and benefits for use in recruiting.
- iii. Continually review recruitment strategies and adjust as indicated to grow contractor enrollment and participation across IOU territories.
- iv. Maintain an electronic file of eligible contractors for outreach purposes.
- v. Maintain accurate lists and a map of participating contractors on the public facing website.

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<sup>1</sup> Certain strategies for the REEL Program have been developed and launched by CSE, the REEL Contractor Manager, and CAEATFA staff.

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

**b. Contractor Training**

Provider will develop new and expand current training curricula and resources to provide Program guidance consistent with regulations to contractors. Resources will cover specific processes and documentation requirements for contractors to enroll in the Program(s), eligibility requirements for projects that are part of the Programs, completion and submission of documentation for the Programs, and guidance on best-practices for using the availability of financing resources to increase the volume and scope of energy efficiency projects, including:

- i. Develop and maintain an on-line, on-demand training webinar series for participating contractors that addresses all aspects of participation in the Programs, including project eligibility and documentation requirements; functionality of the user interface for Program data submission, manual data submission processes, incorporation of financing into contractor sales tools and techniques; best practices and case studies.
- ii. Conduct in-person and live webinar training events as needed to attract and maintain sufficient pools of enrolled contractors to meet participation targets for the Programs.
- iii. Maintain updated reference materials, fact sheets, toolkits, manuals and other resources to complement trainings and assist contractors with project eligibility, documentation requirements, and incorporation of financing into their sales.
- iv. Assist contractors who have questions on the program and its requirements, or need additional training.

**c. Contractor Enrollment**

Contractors who desire to participate in the Programs must meet eligibility requirements and undergo an enrollment process comprising application ("contractor application"), screening, and training. Provider will ensure compliance with all eligibility, screening and training requirements, which are detailed in the Programs' regulations. Links to the REEL and Small Business Energy Efficiency Financing Program (SBF) regulations are provided above in Section A.3. Regulations for Affordable Multifamily Financing Program (AMF) and Non-Residential Efficiency Financing Program (NRE), and thus eligibility requirements, are under development. The Provider will perform the following tasks associated with contractor enrollment:

- i. Review contractor applications to ensure all eligibility requirements have been met in compliance with CAEATFA Program Regulations.
- ii. If application is compliant, welcome contractors to the Program, notify CAEATFA, document compliance, and update public-facing materials and internal database.
- iii. If application is non-compliant, notify applicant and CAEATFA and, if applicable, detail for the applicant the steps needed for the application to conform with Program requirements.
- iv. On a quarterly basis, confirm that contractors meet criteria to maintain participating contractor status, including:
  1. California Contractors' State License Board (CSLB) license is current and free of discipline.
  2. Insurance requirements are maintained.
  3. Other requirements as appropriate.

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

4. On a regular basis, ensure that public listing information, Program contacts and authorized signatories are current.

**d. Support and Engage Participating Contractors**

Providing contractors with the support they need to successfully participate in the Programs is critical to the Programs' overall success, thus CAEATFA will place a high priority on Provider proposals that show particular strength in this area. Provider will be responsible for the day-to-day interaction with and support of participating contractors in the Programs and is expected to:

- i. Provide regular communications and touch-points with participating contractors through email, phone calls, and where appropriate, visits. Provide updates on Program developments and recognize active contractors.
- ii. Work with participating contractors who have not yet completed a project to encourage and assist them in using the program.
- iii. Provide direction and coaching on use of Program tools and documentation requirements and data submission including any user interface.
- iv. Conduct contractor roundtable calls to gather program feedback and to provide answers to contractor inquiries.
- v. Support e-mail and telephone inquiries from contractors seeking answers to questions about program requirements and eligibility criteria. This will include supporting contractors regarding eligible measures, proper documentation, and general compliance with program eligibility requirements set forth in the Program Regulations. In order to accommodate contractor working and selling schedules, this support shall be provided weekdays from 8:00 a.m. to 8:00 p.m.
- vi. Ensure content on Program websites is current, accurate, and complete, including but not limited to forms and participation instructions for the Programs and participating finance company information.
- vii. Receive customer feedback and complaints on contractor performance and as appropriate raise issues with contractors for remediation. Provide direction and coaching to contractors to address issues. Track and communicate issues to CAEATFA as needed.

**e. Project Compliance Verification/Quality Assurance**

The objective of compliance verification is to provide reasonable assurance that Program regulations and requirements related to energy efficiency retrofits are being met. Certain aspects of the compliance verification requirements for REEL and SBF are outlined in the regulations, links for which are provided in Section A.3 above. Regulations for AMF and NRE Programs are under development and thus any specific compliance verification requirements have yet to be addressed. For each program, Provider will develop recommended compliance verification protocols and procedures and sampling/inspection rates, consistent with any requirements in regulations, for CAEATFA approval. Provider will:

- Assess compliance with project data submission and project eligibility requirements through desktop reviews.
- Assess if eligible measures have been installed as reported by reviewing customer invoices or carrying out on-site field verification or reviewing photo verification.

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

- Provide contractors with direction on corrective action as needed by developing and implementing a framework for notifying contractors of project deficiencies and ensuring their satisfactory resolution. Framework will include offering additional training and coaching, and imposing discipline when required, including suspension of contractors' participation.

**i. Desktop Review**

Provider will receive a list of reported projects and corresponding project documents from the Master Servicer electronically on a weekly basis or as needed. Provider will review the project documents for accuracy, completeness, and consistency with relevant CAEATFA Program Regulations and to identify any areas of remediation that may be required. Sampling rates and selection criteria will be determined in consultation with CAEATFA.

The complete list of compliance reviews for each Program will be determined by the regulations and in consultation with CAEATFA. Among others, Provider will confirm that the project complies with the following requirements such as:

- a) Measures reported to CAEATFA as installed are consistent with invoices provided to the customer
- b) Installed Energy Savings Measures correspond to fuel provided by an IOU
- c) Contractor had correct license for project and license was current and in effect at the time of installation
- d) Projects qualifying through receipt of an IOU rebate truly received that rebate
- e) Contractor obtained and closed out required permits
- f) For REEL, if a CAS/CAZ test was required, the test was satisfactorily completed and documented

**ii. On-Site Field Verification**

Provider will perform on-site field verifications or review photo documentation provided by Program participants. Such verifications are intended to confirm that measures reported by the participating contractor to CAEATFA as installed were installed at the project property(ies).<sup>2</sup> Projects that receive on-site field verification may also require additional document reviews. Sampling rates and selection criteria will be determined in consultation with CAEATFA.

**iii. Contractor Deficiency Notification, Remediation, and Discipline**

Contractors must maintain good standing in the Programs in order to preserve eligibility to participate. Provider will establish a process for determining contractor continued eligibility or termination from Programs that considers severity and frequency of contractor project deficiencies and contractor's remediation and improvement efforts. This process will be developed by the selected firm in consultation with CAEATFA.

Representative tasks that may be included in this process could include:

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<sup>2</sup> These verifications are not intended to duplicate local government inspection and oversight related to health and safety or Title 24 code compliance.

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

- a) Identify project compliance deficiencies and provide contractor with written notice. Provide remedial training, guidance, and support to participating contractors to avoid repeat occurrence of deficiencies.
- b) If recurring deficiencies are identified, warn the participating contractor that failure to improve could lead to discipline or suspension from Program participation.
- c) If warranted by recurring deficiencies, impose discipline or suspend participating contractor from continued Program participation.

**f. Data Management and Reporting**

Provider will be responsible for tracking and regular reporting of key data for the Programs related to contractor activity. Specific reports and reporting intervals will be developed in consultation with CAEATFA and may be requested for use by CAEATFA, finance companies, the Master Servicer, marketing implementer or other program partners. Key categories of data to be provided in reports could include the following, among others:

- i. Contractor recruitment, training, and enrollment, including recruitment activities, webinars, trainings, and events, number of contractors attending, number of contractors pursuing enrollment, etc.
- ii. Public-facing documentation of contractor activity, including lists of participating contractors, services provided, contact information and associated map on the Program websites.
- iii. Information on individual contractor status, including pending, participating, and suspended contractors, with information on each contractor's engagement with the program, funded loans/projects, issues with lenders, any relevant information discovered through contact with the contractor affecting their performance on the program, etc.
- iv. Compliance verification and quality assurance, including project level review results as well as summaries of activities conducted and relevant findings, such as number of satisfactory and unsatisfactory QC assessments for each contractor with completed projects, whether contractors resolved issues that were identified, number of days required to resolve, etc.

**g. Program Design Assistance/Task Orders**

If requested by CAEATFA and agreed upon in advance by CAEATFA and the Provider in written Task Orders, the Provider will make recommendations to CAEATFA on program design based on Provider's knowledge of industry practice and standards and its experience in providing these services. Task Orders will not increase the total not-to-exceed cost of this Contract. Specific deliverables, responsibilities, and timetables will be established by and between CAEATFA and the Provider in writing prior to commencement of work, and all approved Task Orders shall be made a part of this Contract.

**2. Term of Agreement**

The term of the Agreement will be for a two-year period beginning May 29, 2019 with the option for CAEATFA to extend for one additional year. The effective date is either the proposed award date (Section C, Item 1 of RFP #CAEATFA05-18), or the date of approval of the Agreement by DGS, whichever is later. No work shall commence until the effective date.

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

**3. Project Representatives**

<b>State Agency:</b> California Alternative Energy And Advanced Transportation Financing Authority (CAEATFA)	<b>Contractor:</b>
Name: Deana J. Carrillo, Executive Director	Name:
Address: 915 Capitol Mall Sacramento, CA 95814	Address:
Phone: (916) 653-8157	Phone:
Fax: (916) 589-2855	Fax:
Email: <a href="mailto:dcarrillo@treasurer.ca.gov">dcarrillo@treasurer.ca.gov</a>	Email:

**Direct all inquiries to:**

<b>State Agency:</b> California Alternative Energy And Advanced Transportation Financing Authority (CAEATFA)	<b>Contractor:</b>
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: <a href="mailto:jarceo@treasurer.ca.gov">jarceo@treasurer.ca.gov</a>	Email:



**EXHIBIT B**  
**(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

For services satisfactorily rendered, and upon receipt and approval of invoices in consideration of the services described in Exhibit A, Scope of Work, CAEATFA agrees to pay the Provider for actual expenditures incurred in accordance with the rates specified below and attached hereto as Provider's Cost Proposal, which is made a part of this Agreement.

Staff Name	Title	Hourly Rate

- a. Task Orders: The Provider shall perform services designated by CAEATFA under specific Task Order work assignments, as mutually agreed upon in writing by CAEATFA and the Provider. Upon CAEATFA's written request of the Provider for specific task deliverables to be completed by a due date, the Provider shall provide the Executive Director with a detailed work plan, to include: a description of the activities to be performed and hours proposed by task and by individual; a proposed schedule for task completion, including any deliverable items required during or at completion of the task order work assignment; and estimated reimbursable expenses. Payment for specific Task Order assignments shall not exceed the amount of the Task Order and must be approved in writing in advance by the Executive Director.
- b. The Provider will submit invoices for review and approval (as described in the Sample Billing provided on page 3 below) that clearly identify the Task Order associated with each line item. The Provider shall work with CAEATFA in an ongoing manner to ensure that monthly invoicing conforms to contract terms and is conducive to accurate contract accounting and reporting.
- c. Invoices shall be provided to CAEATFA on a **monthly** basis in arrears, shall include Agreement Number CAEATFA04-18, the specific dates (month, day and year) covered by the invoice, and be addressed as follows:

Deana J. Carrillo, 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](mailto:caeatfa@sto.ca.gov) with copies to CAEATFA personnel as instructed at the commencement of the Contract.

Itemized billings must include the following:

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

**EXHIBIT B  
(Standard Agreement)**

- ii. Itemized reimbursable expenses, along with receipts.
- iii. Sufficient detail regarding the activity engaged in or the services provided includes, at a minimum:
  - For preparation of documents, a brief description of the document prepared;
  - For attendance, or preparation for attendance, at a meeting, hearing, or other event, a brief description of the purpose of the meeting, hearing or event;
  - For telephone conversations, the name of the party/ies to the conversation and a brief description of the subject matter discussed;
  - For strategy conferences, the name of the parties participating in the strategy conference and a brief description of the subject matter discussed; and for research, a brief description of the issues researched.
- d. All travel must be pre-approved by the Executive Director. Travel, transportation and per diem expenses shall not exceed the rates payable to State employees.
- e. The maximum amount of compensation to Provider under this Agreement shall not exceed **\$1,500,000.00** for the entire term of this Agreement.
- f. Progress payments are permitted for work completed under this Agreement. Ten percent (10%) of the invoiced amount may be withheld pending final completion of each task and acceptance by CAEATFA, upon which CAEATFA will disburse the remaining 10% held back and owing to the Provider.

**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 Provider or to furnish any other considerations under this Agreement and Provider 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 Provider to reflect the reduced amount.

**3. Prompt Payment Clause**

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

**EXHIBIT B**  
**(Standard Agreement)**

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

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

Deana J. Carrillo, Executive Director  
California Alternative Energy and Advanced Transportation  
Financing Authority (CAEATFA)  
915 Capitol Mall  
Sacramento, California 95814

Agreement No.: CAEATFA05-18

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

**EXHIBIT C  
(Standard Agreement)**

**GENERAL TERMS AND CONDITIONS**

Exhibit C to this Agreement, the General Terms and Conditions (GTC 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 [www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx](http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx).

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, Provider 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 Provider 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 Provider**

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 Provider's performance under this Agreement. If this Agreement is a contract for consultant services and if Provider 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 Provider within fifteen (15) working days of the completion of the evaluation in accordance with Public Contract Code section 10371.

**4. No Agency Liability**

The Provider 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 Provider 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 Provider of his responsibilities and obligations hereunder. The Provider 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 Provider. The Provider's obligation to pay its subcontractors is an independent obligation from the obligation of the State to make payments to the Provider. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

**6. Force Majeure**

Neither party to this Agreement shall be liable for damages resulting from delayed or defective performance when such delays arise out of causes beyond the control and without the fault or negligence of the offending party. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the State

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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 Provider shall be protected by Provider 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, Provider 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.

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**13. Permits and Licenses**

Provider 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. Provider 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**

Provider shall keep accurate books and records connected with the performance of this Agreement for a period of at least three (3) years. Provider 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 Provider'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 Provider's staff shall be hereafter referred to (both individually and collectively) as "Key Personnel."
- b. Provider 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 Provider, because of any change in or departure of any of the Key Personnel.

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

Provider shall promptly, and in any case within five (5) days, notify the State in writing: (i) if any of Provider'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 Provider'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 Provider; or (iv) of any other material change in Provider's business, partnership or corporate organization. All written notices from Provider under this provision shall contain sufficient information to permit the State to evaluate the changes within Provider's staff or organization under the same criteria as was used by the State in its award of this Agreement to Provider.

**17. Insurance Requirements**

Provider 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. Provider agrees to furnish satisfactory evidence of this insurance coverage to the State upon request.

**18. Subcontractors**

- a. Provider shall perform the work contemplated by this Agreement with resources available within its own organization except for subcontracted work identified in this Agreement or other attachment incorporated hereto. No other portion of the work pertinent to this Agreement shall be subcontracted without written authorization by the State. The subcontractor must be mutually agreed upon in advance by both parties.

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

**19. Notice of Proceedings**

Provider shall promptly notify the State in writing of any investigation, examination or other proceeding involving Provider, including any Key Personnel, commenced by any regulatory agency, which proceeding is not conducted in the ordinary course of Provider'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 Provider 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 Provider without advance written approval by the State.

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

Neither Provider, 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 Provider provides under this Agreement.

**24. Agreement Does Not Violate Law**

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

- a. Violate any provision of the charter documents of Provider;
- b. Violate any statute or law or ordinance or any judgment, decree, order, regulation or rule of any court or governmental authority applicable to Provider; 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 Provider 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 Provider.

**25. Power and Authority**

Provider 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 Provider and no other proceeding on the part of Provider is necessary to authorize this Agreement. Provider has completed,



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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 Provider and is duly authorized to enter into this Agreement on behalf of Provider.

**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) Provider'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, Provider 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 Provider for satisfactory services rendered prior to the termination, but not in excess of the maximum amount of this Agreement.

**29. Termination for Insolvency**

Provider shall notify the State immediately in writing in the event that Provider files any federal bankruptcy action or state receivership action, any federal bankruptcy or state receivership action is commenced against Provider, Provider 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 Provider 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, Provider will be liable to the State for any additional cost incurred by the State to complete the work whether reimbursed or not.

**31. Effect of Termination**

All duties and obligations of the State and Provider 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

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- b. Provider 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**

Provider shall notify the State immediately in writing in the event that Provider or its parent files any notice with the Securities and Exchange Commission that Provider 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**

**Provider 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 Provider shall comply promptly with any requirement thereunder. If required by law, Provider shall require its personnel, including without limitation, its Key Personnel all later substitutions therefore, to file Statements of Economic Interests in compliance with the Conflict of Interest Code for the Office of the State Treasurer and the various boards, authorities, commissions, and committees chaired by the State Treasurer (California Code of Regulations, title 2, section 1897). All such reports shall be filed simultaneously with the State.**

**34. Darfur Contracting Act**

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

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

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

**35. Labor Neutrality Policy**

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 Provider'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 Provider from entering into private neutrality, labor peace or other lawful agreements with a labor organization seeking to represent or who currently represents the Provider's employees.

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**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. Provider 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. Provider 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.