



CALIFORNIA ALTERNATIVE ENERGY AND ADVANCED  
TRANSPORTATION FINANCING AUTHORITY

915 Capitol Mall  
Sacramento, CA 95814  
p (916) 651-8157  
f (916) 589-2855  
caeatfa@treasurer.ca.gov  
www.treasurer.ca.gov/caeatfa

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

**REQUEST FOR PROPOSAL-Secondary  
CONTRACT NO. CAEATFA03-21  
Technical Advisor Services for the  
California Hub for Energy Efficiency Financing Program**

**Notice to Prospective Proposers**

**MEMBERS**

FIONA MA, CPA, CHAIR  
State Treasurer

BETTY T. YEE  
State Controller

KEELY MARTIN BOSLER  
Director of Finance

DAVID HOCHSCHILD  
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Energy Commission

ALICE REYNOLDS  
President  
Public Utilities Commission

**EXECUTIVE DIRECTOR**  
Derek Chernow

January 18, 2022

You are invited to review and respond to this Request for Proposal (“RFP”) Number CAEATFA04-18. 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 Technical Advisor (“Contractor”) to provide assistance to the Authority by providing analytical and advisory support, and assisting with development and implementation, as well as other technical advising related to the California Hub for Energy Efficiency Financing (“CHEEF”). Interested firms are invited to submit proposals in response to this RFP.

Proposals for these services must comply with the instructions included in the RFP. The RFP includes the Sample Standard Agreement the selected firm will be expected to execute. The agreement that will be entered into with the State of California (“State”) will include by reference the General Terms and Conditions and Contractor Certification Clauses which may be viewed and downloaded online at:

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

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

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

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

Questions regarding this RFP must be submitted in writing no later than January 31, 2022 at 12:00 p.m. (noon) PT. 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 SERVICES**

### **1. Introduction**

The California Alternative Energy and Advanced Transportation Financing Authority (“CAEATFA” or the “Authority”) seeks proposals from qualified technical advising firms to provide technical and subject matter expertise, recommendations, and deliverables related to energy efficiency and energy technology, decarbonization, quality assurance and control, program operations, and the California energy policy landscape, specific to energy retrofits on existing buildings across multiple building sectors (e.g. single family, commercial, multifamily, public buildings) as they relate to the design and implementation of the CHEEF Programs (the “Programs”). CAEATFA is also seeking services for energy savings calculations and geographic analysis and reporting.

This Contract will include providing analytical and advisory support along with key deliverables related to development, implementation and reporting.

All proposals submitted for performance of these services must explain the experience and qualifications that demonstrate the firm’s ability to provide such services. In addition, the firm may be requested to provide other services and industry technical assistance, on an as-needed basis, to better inform program implementation, design, and risks.

The selection of the qualified advisor (“Contractor”) will be based not only on the proposed fees, but also on assurances that the selected firm will be technically and professionally capable of providing a reasonable level of competent and responsive service to CAEATFA in all subject areas described in the Scope of Work (Section A.4.). Proposals should clearly specify how the firm meets each of the Minimum Qualifications for Proposers (Section B). The firm must be free from actual conflicts of interest not only at the time of selection, but also throughout the term of the Contract.

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

CAEATFA anticipates entering into a three-year Contract (the “Contract” or “Agreement”). The Contract amount **may not exceed Two Hundred Ninety-Nine Thousand, Nine Hundred Ninety-Nine Dollars (\$299,999.00)** for the entire service term.

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

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

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

CAEATFA’s Board consists of five members: the State Treasurer, who serves as Chair of the Authority; the State Controller; the Director of the Department of Finance; the Chair of the California Energy Commission (“CEC”); and the President of the California Public Utilities Commission (“CPUC”). CAEATFA’s enabling legislation is contained in the California Alternative Energy and Advanced Transportation Financing Authority Act (Division 16 (commencing with Section 26000) of the Public Resources Code).

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

The California Hub for Energy Efficiency Financing was first authorized by the California Public Utilities Commission in Decision (D.)13-09-044 (September 2013), as later modified by D.15-06-008, D.15-12-002, D.17-03-026 and D.21-08-006. The financing Programs were established to “test new and innovative strategies...to help leverage ratepayer and private financing to assist in achieving our aggressive energy efficiency goals, as later articulated by Senate Bill 350 (DeLéon, 2015) which calls for a doubling of energy efficiency in buildings by 2030.”<sup>1</sup> The Programs focus on attracting and leveraging private capital, given that we cannot meet the State’s energy efficiency goals using traditional approaches of IOU rebates and incentives, or on ratepayer or taxpayer dollars alone.

In August of 2021, the CPUC authorized CAEATFA to administer the Programs through fiscal year 2026-27 and authorized up to an additional \$75 million in funding for the 5-year period. In October 2021, the CPUC approved a budget submitted by CAEATFA and the IOUs that included \$31 million in operational spending including statewide marketing and \$44 million in credit enhancements to be used to leverage private capital over the 5 years. D.21.08.006 also gave CAEATFA the authority to expand the Programs to non-IOU customers, provided that CAEATFA could find non-IOU ratepayer sources of funding to cover the incremental costs of expansion. CAEATFA is currently negotiating an MOA with a funder that would allow IOU customer served by POU electric providers to upgrade electric measures or to engage in “fuel substitution” by installing heat pump technology.

Primarily, the Programs are designed to:

- (a) Attract a greater amount of private capital to the energy efficiency retrofit market by mitigating risk for lenders
- (b) Broaden the availability of financing to individuals who might not have been able to access it otherwise
- (c) Address the upfront cost barrier to energy efficiency retrofit projects

CAEATFA currently administers three energy efficiency financing programs under the CHEEF:

- **GoGreen Home Energy Financing (GoGreen Home)**, formerly known as the Residential Energy Efficiency Loan Assistance Program or REEL: The oldest and best established of the three CHEEF programs, GoGreen Home launched in 2016 and serves residential properties. The program currently has nine participating lenders (eight of which are credit unions) and a network of over 500 contractors that offer this financing to customers across the state. As of late November 2021, some 1,700 projects worth more than \$28 million have been financed through the program. There is expectation from the CPUC that GoGreen Home will scale significantly over the next 5 years. To facilitate this scaling:
  - CAEATFA plans to make operational improvements for lower-volume lenders, such as providing project eligibility screening and a web-based loan/project data submittal function. These changes will help with recruitment of additional credit union and regional bank lenders as well as improve processes for contractors.
  - For higher-volume lenders, CAEATFA plans to enable “batch enrollment” of loans and eventual API integrations for lenders. This will facilitate recruitment of specialty lenders and those that offer indirect lending through contractor networks.

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<sup>1</sup> D. 17-03-026, page 2.

- CAEATFA is working to create uniform, statewide eligibility for projects through seeking and incorporating non-IOU ratepayer funding, which will reduce measure eligibility complexity and support contractor uptake of the program.
- CAEATFA is advocating to the CPUC to allow lenders to utilize the credit enhancement (see below for an explanation of this mechanism) for measures beyond energy efficiency, such as solar, storage or EV charging, which would allow customers to do comprehensive projects.
- In FY 23-24 and beyond, CAEATFA is exploring adding a “single-originator” model to the program, in which loans would be issued by a single company and other finance companies could purchase portfolios of loans after loans were closed and funded.
- **GoGreen Business Energy Financing (GoGreen Business)**, formerly known as the Small Business Energy Efficiency Financing Program or SBF: Launched in 2019, GoGreen Business supports small business energy upgrades and has financed nine projects to date. There are 80 participating contractors and project developers in this program and four finance companies that offer a variety of financing products, including loans, leases, and energy service agreements. Uptake has been slow given the effect of COVID-19 on small businesses and challenges with integrating the financing offering into existing IOU energy efficiency programs. The program is currently piloting an interest rate buy-down promotion and is about to launch an on-bill repayment feature. Growth will require successful integration with other efforts to educate small business owners about the potential of energy efficiency projects, such as energy efficiency programs administered by the IOUs, Regional Energy Networks (RENs) or Community Choice Aggregators (CCAs).
- **GoGreen Affordable Multifamily Energy Financing (GoGreen Multifamily)**, formerly known as the Affordable Multifamily Energy Efficiency Financing Program or AMF: GoGreen Multifamily has been offering financing since 2019 but has yet to enroll its first project. Two finance companies providing leases and energy service agreements participate in the program. An interest rate buy-down promotion in 2022 will test whether 0% financing can help affordable property managers take on energy upgrades.

**Credit Enhancement:** These programs each leverage a credit enhancement (a financing mechanism that reduces risk for participating lenders) in the form of a loss reserve to improve rates and terms available to borrowers. In exchange, participating lenders are able to offer lower interest rates, longer payback terms, and broader approval criteria (e.g., lower minimum credit scores) than their market-rate products through these programs.

**New Programs:** In addition to the above Programs, CAEATFA is considering asking the CPUC to re-authorize a **Non-Residential/Large Commercial on-bill Program**. A Program serving the large commercial sector, without a credit enhancement, was originally authorized as part of D.13.09.044 but was cancelled since it did not launch prior to the end of 2019. Once on-bill repayment is functional, CAEATFA may suggest the reinstatement of this Program which would include both energy efficiency and other clean energy technology repaid through a customer’s utility bill.

**Marketing:** CAEATFA has found that financing does not create demand for energy efficiency projects - it removes a barrier. Customers generally do not take on energy efficiency projects because financing is available. Customers who may have wanted or needed to take on a project are more likely to do so and/or to take on an efficient one if they have access to attractive financing. Attractive financing eliminates the “first cost” barrier faced by many customers and often makes these projects feasible.

**GoGreen Financing** is the platform used to promote the programs and financing options to customers. Information housed on [GoGreenFinancing.com](https://www.go-green-financing.com) is targeted to customers, contractors, and finance companies. Features on the site allow users to find a contractor based on preferred criteria, access information on available financing options, and learn more about the programs in general.

### **Project Partners:**

In addition to the CPUC and the IOUs, CAEATFA works closely with several vendors to implement the Pilot Programs.

- The **Master Servicer** (MS) has played a key role in the daily administration of the program(s), accepting loan enrollment applications though CAEATFA has moved some batch loan enrollment functions “in-house.” The MS will process on-bill repayment transactions. On September 11, 2020, Concord Servicing Corporation began providing services under a new two-year contract with an option for two additional one-year extensions at CAEATFA’s discretion.
- The **Trustee Bank** holds the ratepayer funds provided by the IOUs to serve as Credit Enhancements (CE) under the various Pilot Programs. CAEATFA provides direction to the Trustee Bank to transfer CE funds between various accounts. On January 1, 2021, Zions Bank began providing services under a new three-year contract.
- The **Contractor Manager** conducts outreach to potential participants, enrolls and manages contractors in the GoGreen Home and GoGreen Business Programs, provides support and assistance to enrolled contractors, and conducts quality control oversight of projects not participating in an IOU rebate/incentive program. On June 4, 2019, Frontier Energy began providing services under its new two-year contract with an option for an additional one-year extension at CAEATFA’s discretion.

### **4. Scope of Work**

Under the general direction of CAEATFA’s Executive Director or designee, the Contractor will provide analytical and advisory support to the CHEEF Programs (the “Programs”), along with key deliverables related to development, implementation, and reporting.

a. Support related to subject matter expertise:

i. Analytical and advisory support and deliverables related to subject matter expertise includes:

1. Maintenance of reference documents and resources such as a universal measure table and bill impact measurement references
2. Preparation of regulatory text and regulatory package justification
3. Documentation of workflows, data exchanges and processes
4. Assistance with public workshops including fielding, processing, and responding to public comments
5. Engaging in forums and conversations with key stakeholders such as IOUs, project developers, contractors, finance companies and the CPUC
6. Preparation of tools and materials to communicate program requirements including slide decks, manuals, fact sheets, forms, and webforms for contractors, finance companies, customers, and other audiences
7. Preparation of CAEATFA comments as part of CPUC or other regulatory or legislative proceedings
8. Preparation of materials and reports as well as presentations to CAEATFA Board and funders

ii. Subject matter expertise will include the following topics:

1. Energy Technology: Energy efficiency, demand response, on-site generation, storage, EV Charging, microgrids, and other low-carbon or green technology.

In addition to the support and deliverables listed in Section 4.A.i., tasks may include:

- Recommending and updating Program measures for eligibility, including new technologies
- Developing specification requirements
- Assigning fuel savings percentages (gas versus electric) or making other calculations for measures
- Completing technical reviews of projects

2. Decarbonization

In addition to the support and deliverables listed in Section 4.A.i., tasks may include recommendations related to:

- How the program can support comprehensive projects
- Overcoming implementation challenges with new technology such as fuel switching/substitution, and electrification-readiness, etc
- Balancing the tensions between GhG reduction goals and energy savings
- Maximizing impact to encourage measures that will reduce peak demand or incur maximum savings based on load shape

3. Quality Assurance and Control

In addition to the support and deliverables listed in Section 4.A.i., tasks may include recommendations related to:

- Program practices for safety and protection and permit compliance
- Balancing safety goals with implementation challenges and scaling
- Setting standards for safety testing

4. Program Operations

In addition to the support and deliverables listed in Section 4.A.i., tasks may include:

- Improvements to program workflows related to loan/project processing and loan/project enrollment
- Documentation of workflows and requirements for data flows and exchange related on on-bill repayment functionality

5. California Energy Policy Landscape

In addition to the support and deliverables listed in Section 4.A.i., tasks may include recommendations related to: implications for the Programs resulting from ongoing developments with CPUC and California Energy Commission (CEC) proceedings covering topics such as energy efficiency, decarbonization, self-generation, rolling portfolios, IOU business plans, cost effectiveness, net metering, permitting, market transformation, and EM&V.

6. Other Related Subject Areas: Other areas of need for technical assistance by CAEATFA for which the Contractor has the expertise or the ability to procure it.

b. Energy savings calculations:

Contractor will calculate periodic estimates of energy saved through the Programs utilizing a methodology and reporting format discussed with and approved by CAEATFA. Contractor may also be asked to analyze other parties' energy savings calculations for the Programs.

- The types of metrics needed include reduction of kWhs, peak demand (kW), therms, GhG, as well as utility bill impacts.
- Estimates may be deemed, utilizing CAEATFA's known project data or may be based on actual energy usage, if utility consumption data is shareable with Contractor.
- Estimates will need to take fuel substitution and fuel switching into account

c. Geographic analysis and reporting:

Contractor will perform geographical analysis and produce and deliver data sets and maps for CAEATFA's reporting, publication as web-maps, or internal use, utilizing industry standard GIS software. The types of analysis and mapping needed will be developed in consultation with CAEATFA and may include layering loan or project characteristics and/or contractor activity and service offerings with utility jurisdictions, area income data, Cal EnviroScreen scores, legislative districts, climate zones or other geographic data sets.

d. Other data analysis and reporting as needed:

All deliverables will be consistent with the Scope of Work described herein. Specific deliverables, responsibilities, and timetables will be established by and between CAEATFA and the Contractor via Task Order. All Task Orders shall be made a part of the Contract.

"Task Order" is a contracting term that is broadly used by an entity that wishes to enter into contracts to acquire services when the exact quantities of future deliveries are not known at the time of Contract award. A Task Order will identify a "not-to-exceed" amount of compensation for a specific deliverable or service over a period of time. The selected Contractor will submit invoices (as described in Exhibit B) toward a specific task order. If needed, a Task Order may be amended as services or costs change, or new Task Orders can be created to incorporate additional specific services.

The selected Contractor will develop a work plan under each Task Order, to include:

- i. Project Name, Agreement Number and a description of services to be provided.
- ii. Name(s) of individuals(s) who will work on the project, their titles/classifications and billing rates to be charged per hour, and anticipated hours to be spent on each portion of the project.
- iii. Estimated reimbursable expenses: a "not-to-exceed" price for the defined work, and elements deemed necessary by the Contractor and the Executive Director or designee.
- iv. Deliverable items required during or at completion of the Task Order work assignment.

## 5. Term of Agreement

The term of the Agreement will be for a three-year period beginning April 19, 2022, through April 18, 2025 and may not exceed \$299,999.00 over the entire term of the agreement. The effective date is either the proposed award date (Section C.1.), or the date of approval of the Agreement by DGS, whichever is later. Work shall not commence until the effective date.

## B. MINIMUM QUALIFICATIONS FOR PROPOSERS

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

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

1. **Proposer and any subcontractor identified in the proposal must be qualified to do business in the State of California.**



2. Firm must be a professional technical advising firm which has been in operation for a minimum of three (3) years providing the types of services required under the Contract.
3. Firm must be free from conflicts of interest, not only at the time of selection, but throughout the term of the Contract as well.
4. Firm must be immediately available to provide the services that will be set forth in the Contract.

**C. PROPOSAL REQUIREMENTS AND INFORMATION**

**1. Key Action Dates**

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

<u>Date</u>	<u>Action</u>
January 18, 2022	RFP Advertisement – California State Contracts Register (“CSCR”). RFP available to prospective proposers.
January 31, 2022	Written questions must be received by CAEATFA by 12:00 noon. Responses to questions will be posted to the CSCR as well as CAEATFA’s website within several days.
<b>February 14, 2022</b>	<b>Proposals are due and must be received by CAEATFA at 915 Capitol Mall, Room 538, Sacramento, CA 95814, or Hand Delivered to 801 Capitol Mall, 2<sup>nd</sup> Floor, Sacramento, CA 95814 by 12:00 p.m. PT.</b>
February 14, 2022 – February 21, 2022	Evaluation and selection of firm by evaluation committee. Determination of responsive proposals.
February 21, 2022	Notice of Intent to Award
April 19, 2022	Proposed Award Date

**2. Content and Format of Proposals**

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

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

- a. Table of Contents.
- b. Executive Summary. Summarize the highlights of the proposal, noting the following information:
  - i. Conflicts of Interest. Firms must disclose any business relationships which may be construed to be potential conflicts of interest. CAEATFA may request interviews of firms for the purpose of clarifying any situations that could be construed to be a conflict of interest, and has the sole and exclusive authority to disqualify a firm if CAEATFA determines a conflict exists.

- ii. Legal Actions. Describe any and all instances within the past 24 months of your firm's or any of its principals' involvement in any litigation, arbitration, disciplinary or other official actions arising from the firm's business.
- c. Firm Qualifications and Experience. CAEATFA expects to have a close working relationship with the selected firm as evidenced by the Scope of Work listed above, and requires the demonstration of a high degree of experience, training and proficiency in the conduct of the various functions performed. The firm should have a background in technical advising operations, practices and requirements. In addition, CAEATFA expects that the selected firm will be up-to-date and comply with most recent best practices, technical advising standards, and trends, and will maintain appropriate expertise and technology at the firm's own expense.

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

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

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

- d. Personnel Qualifications and Experience. Identify and describe the key personnel (including already contemplated subcontractors) who will be providing the services required by the proposal under this Contract. Include for each key personnel staff member: their title and role; the deliverables from the Scope of Work which will be worked on by that individual; type of experience; and years (at current firm as well as all prior service). Experience in technical advising engagements should be highlighted/detailed, including technical advising engagements for State governmental agencies, as well as private industry experience. **This is a separate requirement from Attachment 3, Key Personnel and Experience.**

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

***Resumes:*** Provide detailed resumes for individuals who will be directly involved in providing the services under the Agreement, including any proposed subcontractor firms and their employees. **Please provide resumes at the end of the proposal. This is a separate requirement from Attachment 3, Key Personnel and Experience.**

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

- e. Approach (Maximum two 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, using examples from the services and deliverables called out in Section A.4. The approach should support the Cost Proposal by describing how proposers will perform the tasks described in the Scope of Work.
- f. Cost Proposal Format and Requirements. The Cost Proposal is made up of both Attachment 5a (Rate Worksheet) and Attachment 5b (Sample Task Order Worksheet) and shall be the basis for the cost portion of the evaluation and selection process. The Cost Proposal must identify lead

personnel and billing rates as well as anticipated miscellaneous expenses. For evaluation purposes, the Cost Proposal must also include a brief workplan and the proposer's costs for the provided Sample Task Order titled *Expansion of eligible measure list to include onsite generation and battery storage*. 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 Rate Worksheet (Attachment 5a) and Sample Task Order Worksheet (Attachment 5b) as guides in preparing your Cost Proposal. Proposals submitted with a Cost Proposal not in compliance with these requirements will be rejected.

The anticipated Contract for technical advising services will be for a three-year period. Hourly rates plus expenses shall be invoiced monthly, in arrears, for services satisfactorily rendered. Proposals **may not exceed \$299,999.00** for the entire service term.

- g. Required Attachments. For the proposal to be considered responsive, all applicable Required Attachments (1-14) must be completed and included with the proposal by the dates and times shown in Key Action Dates (Section C.1.).

### 3. Submission of Proposals

- a. Proposals should provide straightforward and concise descriptions of the proposing firm's ability to satisfy the requirements of this RFP. The proposal must be complete and accurate. Omissions, inaccuracies or misstatements may be cause for rejection of a proposal.
- b. All proposals must be submitted under **sealed** cover and sent to CAEATFA by the date and time shown in Key Action Dates (Section C.1.). Proposals received after this date and time will not be considered.
- c. A minimum of one (1) unbound original and one (1) bound or unbound copy of the proposal must be submitted. All responses to this RFP must be submitted in hard copy and electronic copy (on USB flash drive) and received by CAEATFA no later than 12:00 p.m. PT on Monday February 14, 2022. 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. The additional proposal set may contain photocopies of the original package.
- e. The proposal envelopes must be plainly marked with the RFP number and title, the firm name and address; marked with "**DO NOT OPEN**", as shown in the following example:

Mailing Address:

**Request for Proposals – "Technical Advisor Services for the  
California Hub for Energy Efficiency Financing Program"**  
**RFP# CAEATFA03-21**

CAEATFA  
Attn: Jessica Arceo  
915 Capitol Mall  
Sacramento, CA 95814  
(916) 651-5101

**DO NOT OPEN**

Or Hand Delivered to:

**Request for Proposals – “Technical Advisor Services for the  
California Hub for Energy Efficiency Financing Program”  
RFP# CAEATFA03-21**

CAEATFA  
Attn: Jessica Arceo  
801 Capitol Mall, 2nd Floor  
Sacramento, CA 95814  
(916) 651-5101

**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 applicable required attachments shall be deemed non-responsive. A non-responsive proposal is one that does not meet the basic proposal requirements.
- i. Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications will not be considered and will cause a proposal to be rejected.
- j. A proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. CAEATFA may reject any or all proposals and may waive any immaterial deviation in a proposal. CAEATFA's waiver of an immaterial deviation shall in no way modify the proposal document nor excuse the proposer from full compliance with all requirements if awarded the Contract.
- k. Costs for developing proposals and in anticipation of award of the Agreement are entirely the responsibility of the proposer and shall not be charged to CAEATFA or the State of California.
- l. An individual who is authorized to bind the proposing firm contractually shall sign the Proposal/Proposer Certification Sheet (Attachment 2). The signature must indicate the title or position that the individual holds in the firm. An unsigned proposal may be rejected.
- m. A proposing firm may modify a proposal after its submission by withdrawing its original proposal and resubmitting a new proposal prior to the proposal submission deadline as set forth in the Key Action Dates. The submission of a new proposal must comply with requirements of this section. Proposal modifications offered in any other manner, oral or written, will not be considered.
- n. A proposer may withdraw its proposal by submitting a written withdrawal request, signed by the proposer or an authorized agent, to CAEATFA at the address identified in Item 3.e. above. A proposer may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause after the proposal submission deadline.
- o. CAEATFA may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received an RFP package.
- p. CAEATFA reserves the right to reject all proposals. The agency is not required to award an agreement.

- q. Before submitting a response to this solicitation, proposers should review such response, correct all errors and confirm compliance with the RFP requirements.
- r. Where applicable, proposers should carefully examine work sites and specifications. No additions or increases to the Contract amount will be made due to a lack of careful examination of work sites and specifications.
- s. More than one proposal from an individual, firm, partnership, corporation or association, under the same or different names, will not be considered.
- t. The State does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter-proposal and will be rejected. The State's General Terms and Conditions (GTC 04/2017) are not negotiable.
- u. No oral understanding or agreement shall be binding upon either party.
- v. Conflict of Interest: The proposer/Contractor needs to be aware of the provisions regarding current or former state employees. If a Contractor has any questions on the status of any person rendering services or involved with the Contract, CAEATFA must be contacted immediately for clarification. (See Attachment 7, Contractor Certification Clauses (CCC 04/2017)).

#### **4. Evaluation Process**

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

range shown below under “Percent of Maximum Score Allotted to Particular Weighted Criterion”). The selection will be made by an evaluation committee of CAEATFA on the basis of the following weighted factors (maximum points available for each criterion are noted).

<b>Rating/Scoring Criteria</b>	<b>Maximum Possible Points</b>
a. <u>Firm Qualifications and Experience</u> . CAEATFA will evaluate the firm’s overall experience as detailed in Firm Qualifications and Experience (Section C.2.c.) for demonstration of the firm’s ability and expertise to successfully complete the Scope of Work as described in Section A, specific to programs substantially similar to the CHEEF Programs.	25 Points
b. <u>Personnel Qualifications and Experience</u> . CAEATFA will evaluate the individuals (including already contemplated subcontractors) to be assigned to the Contract on the basis of background and experience in related work, including any experience with similar types of programs, if applicable, as detailed in Personnel Qualifications and Experience (Section C.2.d.).	20 Points
c. <u>Approach</u> . CAEATFA will evaluate the firm’s understanding of the Scope of Work, focusing on the firm’s proposed approach (as detailed in Section C.2.e.) and tasks laid out to accomplish example deliverables in the Scope of Work.	25 Points
d. <u>Fee Schedule (Cost)</u> . CAEATFA will evaluate the actual fees proposed, including the reasonableness of rates, estimated cost detail and effectiveness (given value of services to be obtained), and cost effectiveness (given the experience and qualifications of firm and its personnel). For evaluation purposes, the Cost Proposal <b>must</b> include the proposer’s work plan and costs for the Sample Task Order from Attachments 5a and 5b as detailed in Cost Proposal Format and Requirements (Section C.2.f.).	30 Points

**Maximum Total Possible Points** **100 Points**

Percent of Maximum Score Allotted to Particular Weighted Criterion

- 100% Excellent response backed by demonstrated ability.
- 85% Good response backed by demonstrated ability.
- 75% Fair response backed by demonstrated ability.
- 60% Poor response.
- 0% Response does not demonstrate ability.

- i. 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:

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

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

Lowest Proposer’s Cost Proposal = \$224,999  
 Other Proposer’s Cost Proposal = \$299,999

$$\begin{aligned} & (\text{Lowest cost proposal} / \text{other cost proposal}) = \$224,999 / \$299,999 = .75 \\ & (\text{Cost points awarded to other proposal} = .75 \times 30 = 22.5 \text{ points} \end{aligned}$$

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

CAEATFA reserves the right to:

- Request an interview with, and additional information from, proposing firms prior to final selection.
  - Select the Contractor that, in CAEATFA's judgment, shall best meet the needs of CAEATFA, regardless of differences in estimated costs between proposals.
  - Consider information about a proposing Contractor in addition to the information submitted in the proposal or interview.
- k. Tiebreaker. In the event two (2) or more responsive and responsible proposals earn the highest score, the contract will be awarded to the responsive and responsible proposal earning the higher score in Approach. If the scores for Approach are the same, the contract will be awarded to the responsive and responsible proposal earning the higher score in the Firm Qualifications and Experience. If the scores in the Firm Qualifications and Experience are the same, the contract will be awarded to the responsive and responsible proposal earning the higher score for the Fee Schedule (Cost).

## **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 Contractor, after all approvals have been obtained and the Agreement is fully executed. Should the Contractor fail to commence work at the agreed-upon time, CAEATFA, upon five (5) days' written notice to the Contractor, reserves the right to terminate the Agreement. In addition, the Contractor shall be liable to CAEATFA for the difference between the Contractor's proposal price and the actual cost of performing work by another contractor.
- b. All performance under the Agreement shall be completed on or before the termination date of the Agreement.

## **D. PREFERENCE AND INCENTIVE PROGRAMS**

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

A five percent (5%) preference will be applied to certified small business firms submitting proposals (See Attachment 11). To obtain the preference, firms must be certified as a small business at the time the proposal is submitted. The firm MUST include an updated copy of its Small Business Certificate to obtain the preference. The 5% preference is issued only for computation purposes to arrive at the successful firms and does not alter the amounts of the actual proposals. Once each proposal has been scored, if the highest responsible firm is not a certified small business or microbusiness, 5% of the highest scoring proposal is added to the total "earned" points for each proposal submitted by a certified small business. These final numbers, with the 5% included, are then used to determine the highest scoring proposal.

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

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

A five percent (5%) proposal preference is available to a non-small business claiming twenty-five percent (25%) California certified small business subcontractor participation (See Attachment 12). If claiming the non-small business subcontractor preference, the proposal response must include a list of the small business(es) with which the firm commits to subcontract in an amount of at least 25% of the net proposal price with one or more California certified small businesses. Each listed certified small business must perform a "commercially useful function" in the performance of the Contract as defined in Government Code Section 14837(d)(4).

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

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

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

### **3. Disabled Veteran Business Enterprise (DVBE) Incentive Program – OPTIONAL**

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

This solicitation provides an incentive for DVBE participation. The Department of General Services ("DGS") established a DVBE incentive pursuant to Senate Bill 115, Chaptered October 3, 2005 and the military and Veterans Code section 999.5(a). The regulations apply to all competitive solicitations for public works, services, goods, and information technology goods and services posted or released after October 9, 2007. The DVBE incentive is required in solicitations that include DVBE program requirements and may be offered in other competitive solicitations.



Department of General Services' policy implements this program by rewarding prime proposers for increased DVBE participation: the more DVBE participation, the greater the incentive. This incentive program helps State agencies to meet their annual DVBE participation goals.

Attachment 13 outlines the DVBE Incentive Program. Proposers seeking the DVBE incentive must submit a completed DVBE Declarations form (STD. 843) that demonstrates DVBE participation and qualification for a DVBE incentive, with proposal submittal. All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form(s). The DVBE Incentive participation is *optional* and at the discretion of the proposing firm.

**NOTE:** For this solicitation, the Incentive application is based on the High Score Method and shall not exceed five percent (5%) of the total score (See Attachment 13).

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

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

Firms wishing to take advantage of the TACPA preference are required to submit the following applications/forms:

- TACPA (STD. 830)
- Firm's Summary of Contract Activities and Labor Hours (DGS/PD 525)
- Manufacturer Summary of Contract Activities and Labor Hours (DGS/PD 526)

#### **E. REQUIRED ATTACHMENTS**

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

## ATTACHMENT 1

### REQUIRED ATTACHMENT CHECK LIST

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

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

**ATTACHMENT 2**

**PROPOSAL/PROPOSER CERTIFICATION SHEET**

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

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

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

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

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

<b>Item Numbers</b>	<b>Instructions</b>
<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**

Complete the following regarding the key personnel (include partners and associates) who will be directly involved in providing the services required under the contemplated Contract.

<b>Name of Firm:</b>	
<b>Identify Key personnel (include partners, associates, etc.) who will be directly involved in providing the services.</b>	
<b>Name:</b>	<b>Area of Effort from Scope of Work:</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>Area of Effort from Scope of Work:</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 5a**

**COST PROPOSAL RATE WORKSHEET**

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

<b>Cost for Services</b>	
<b>Staff Title</b>	<b>Hourly Rate</b>
<i>[Managing Director/Partner]</i>	
<i>[Associate Director/Partner]</i>	
<i>[Senior Manager]</i>	
<i>[Analyst/Consultant]</i>	
<i>[Assistant]</i>	
<b>Miscellaneous Expenses Description:</b>	

The total Contract amount may not exceed \$299,999.00 (Two Hundred Ninety-Nine Thousand Nine Hundred Ninety-Nine Dollars) for the Contract term.

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 this RFP. Specific deliverables, responsibilities, and timetables will be established by and between CAEATFA and the Contractor via Task Order, and all Task Orders shall be made a part of the Contract.

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.

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.

For evaluation purposes, the cost proposal must include the proposer's budget, work plan and work schedule for the Sample Task Order:). Proposals must include anticipated employee hours for both professional and administrative support services to complete the Task Order, and reflect the cost for preparation of reports, analysis, manuals and other printed materials; anticipated travel; and other direct cost expenses.

**ATTACHMENT 5b**

**SAMPLE TASK ORDER WORKSHEET**

**[CAEATFA Letterhead]**

[Date]

[Contractor Contact Name and Address]

Re: **Contract #CAEATFA03-21 Task Order #SAMPLE: Expansion of eligible measures list to include onsite generation and battery storage**

Dear [Contact Name]:

Thank you for serving as a technical advisor to the California Alternative Energy and Advanced Transportation Financing Authority ("Authority" or "CAEATFA") pursuant to Agreement No. CAEATFA03-21 (the "Contract") dated [Contract Date], between CAEATFA and [Contractor Firm].

Your role as an advisor to the CAEATFA pursuant to the Contract specific to the California Hub for Energy Efficiency Financing (CHEEF) Program will include development and implementation of a list of eligible onsite generation and battery storage measures for the GoGreen Home and GoGreen Business Programs.

Your services under this task order will include:

- Making recommendations on which onsite generation and battery storage technologies should and should not be added to the list of [GoGreen Home](#) and [GoGreen Business](#) eligible measures.
- Soliciting feedback on the proposed measures by hosting a public workshop with CAEATFA staff as well as targeted outreach to key program stakeholders.
- Providing justifications for the inclusion or exclusion of measures based on CAEATFA's stated policy goals as well as any additional requirements (such as above-code requirements, or installation requirements).
- Breaking those technologies into discrete measures with unique IDs to be added to CAEATFA's "Universal Measure Table" workbook. This includes determining which measures are applicable to both the GoGreen Home and GoGreen Business Program and which are unique to one of the Programs and providing clear descriptions and specification requirements.
- Preparing updated eligible measures lists for inclusion on the GoGreen Financing website as well as updated text to include in Program Regulations.

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

In addition, as outlined in the Contract, all travel must be approved by the Executive Director in advance and will be reimbursed at state travel rates.

The fees for your services indicated above will not exceed [**\$ \_\_\_\_\_**] (***Proposal should include firm's estimated maximum cost for completion of the Sample Task Order***) for the period from \_\_\_\_\_ \_\_, 202\_ through \_\_\_\_\_ \_\_, 202\_ (\_\_\_\_ months). If in the future it appears that you may need to increase the budget for this task, you must contact us to negotiate any amendments.



We look forward to working with you.

If you have any questions regarding this matter, please don't hesitate to contact me or Miriam Joffe-Block of my staff.

Sincerely,

Derek Chernow  
Executive Director

\* \* \*

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 202\_

By: **[Contractor Firm]**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name, Title

**SAMPLE TASK ORDER WORKSHEET**

**[Proposer Letterhead]**

**TASK ORDER NO. \_\_\_\_ WORK PLAN**

**Work plan and list of Deliverables (to be completed by Proposer):**

### Anticipated Hours

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

<b>Deliverable Number</b>	<b>Task</b>	<b>Personnel Level</b>	<b>Hourly Rate</b>	<b>Anticipated Number of Hours</b>

### Names and Titles of Key Personnel

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

<b>Name</b>	<b>Title</b>	<b>Level</b>

**Budget**  
 (including estimated reimbursable expenses)

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

**Sub-Total Personnel Work Cost: \$ \_\_\_\_\_**

**Expenses**

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

**Sub-Total Expenses: \$ \_\_\_\_\_**

**Estimated Project Total: \$ \_\_\_\_\_**

**CAEATFA's Approval of Work Plan**

By: \_\_\_\_\_  
 [Printed Name]  
 [Title]

Date: \_\_\_\_\_

## 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)**

**CERTIFICATION**

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

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

**CONTRACTOR CERTIFICATION CLAUSES**

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

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

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

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

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

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

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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



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

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

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

**ATTACHMENT 8**

**DARFUR CONTRACTING ACT CERTIFICATION**

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

Therefore, to be eligible to submit a proposal, please insert your company name and Federal ID Number and complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

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

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

**OR**

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

**OR**

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

**CERTIFICATION for Paragraph # 3.**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer to the clause listed above in Paragraph # 3. This certification is made under the laws of the State of California.

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

**ATTACHMENT 9**

**CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION**

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

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

**CERTIFICATION**

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

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

## ATTACHMENT 10

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

(If Applicable)

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

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

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

## ATTACHMENT 11

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

(If Applicable)

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

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

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

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

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

ATTACHMENT 12

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

(If Applicable)

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

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

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

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

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

**DVBE PARTICIPATION COMMITMENT.** **Proposers seeking the DVBE incentive must submit a completed Disabled Veteran Business Enterprise Declaration, STD. 843, which demonstrates DVBE participation and qualification for a DVBE incentive.** All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form(s) which may be obtained through the following link: [https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd\\_843.pdf](https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_843.pdf).

The completed form should be included with the submitted proposal.

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

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

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

## RESOURCES AND INFORMATION\*

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**U.S. Department of Labor:**

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

**FOR:**

Service-Disabled Veteran-Owned  
Businesses in California

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**Local Organizations:**

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

**FOR:**

List of Potential DVBE Subcontractors

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

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

**FOR:**

- SB/DVBE Search
- CSCR Advertisements
- Training Modules

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

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

**FOR:**

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

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**Commercially Useful Function Definition**

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

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

**ATTACHMENT 13**

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

(If Applicable)

The Target Area Contract Preference Act (TACPA) economic stimulus preference program was established to stimulate business investment in distressed areas of the state and create job opportunities for Californians for improving the economic vitality of their communities. TACPA is regulated by Government Code Sections 4530-4535.3 and California Code of Regulations 1896.30-1896.40. Any vendor whose bid is over \$100,000 may apply for Target Area Contract Preference Act (TACPA) preference. TACPA provides 5 to 9 percent preferences for a California business that is located in the qualified zone.

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



## **ATTACHMENT 14**

### **BIDDER DECLARATION**

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

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

<https://www.documents.dgs.ca.gov/dgs/fmc/gsp/pd/gspd05-105.pdf>

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

PURCHASING AUTHORITY NUMBER (If Applicable)

SAMPLE

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

CONTRACTING AGENCY NAME

California Alternative Energy and Advanced Transportation Financing Authority (CAEATFA)

CONTRACTOR NAME

(To be determined)

2. The term of this Agreement is:

START DATE

April 19, 2022 (or upon approval by the Department of General Services, whichever is later)

THROUGH END DATE

April 18, 2025

3. The maximum amount of this Agreement is:

\$299,999.00 (Two Hundred Ninety-Nine Thousand Nine Hundred Ninety-Nine Dollars and Zero Cents)

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

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

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

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

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

**CONTRACTOR**

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

(To be determined)

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

SAMPLE

PURCHASING AUTHORITY NUMBER (If Applicable)

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

California Alternative Energy and Advanced Transportation Financing Authority

CONTRACTING AGENCY ADDRESS

915 Capitol Mall

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Derek Chernow

TITLE

Executive Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

**EXHIBIT A  
(Standard Agreement)**

**SCOPE OF WORK**

**1. Scope of Work**

Under the general direction of CAEATFA's Executive Director or designee, the Contractor will provide analytical and advisory support to the CHEEF Programs (the "Programs"), along with key deliverables related to development, implementation, and reporting.

a. Support related to subject matter expertise:

i. Analytical and advisory support and deliverables related to subject matter expertise includes:

1. Maintenance of reference documents and resources such as a universal measure table and bill impact measurement references
2. Preparation of regulatory text and regulatory package justification
3. Documentation of workflows, data exchanges and processes
4. Assistance with public workshops including fielding, processing, and responding to public comments
5. Engaging in forums and conversations with key stakeholders such as IOUs, project developers, contractors, finance companies and the CPUC
6. Preparation of tools and materials to communicate program requirements including slide decks, manuals, fact sheets, forms, and webforms for contractors, finance companies, customers, and other audiences
7. Preparation of CAEATFA comments as part of CPUC or other regulatory or legislative proceedings
8. Preparation of materials and reports as well as presentations to CAEATFA Board and funders

ii. Subject matter expertise will include the following topics:

1. Energy Technology: Energy efficiency, demand response, on-site generation, storage, EV Charging, microgrids, and other low-carbon or green technology.

In addition to the support and deliverables listed in Section 1.a.i., tasks may include:

- Recommending and updating Program measures for eligibility, including new technologies
- Developing specification requirements
- Assigning fuel savings percentages (gas versus electric) or making other calculations for measures
- Completing technical reviews of projects

2. Decarbonization

In addition to the support and deliverables listed in Section 1.a.i., tasks may include recommendations related to:

**EXHIBIT A  
(Standard Agreement)**

- How the program can support comprehensive projects
- Overcoming implementation challenges with new technology such as fuel switching/substitution, and electrification-readiness, etc
- Balancing the tensions between GhG reduction goals and energy savings
- Maximizing impact to encourage measures that will reduce peak demand or incur maximum savings based on load shape

3. Quality Assurance and Control

In addition to the support and deliverables listed in Section 1.a.i., tasks may include recommendations related to:

- Program practices for safety and protection and permit compliance
- Balancing safety goals with implementation challenges and scaling
- Setting standards for safety testing

4. Program Operations

In addition to the support and deliverables listed in Section 1.a.i., tasks may include:

- Improvements to program workflows related to loan/project processing and loan/project enrollment
- Documentation of workflows and requirements for data flows and exchange related on on-bill repayment functionality

5. California Energy Policy Landscape

In addition to the support and deliverables listed in Section 1.a.i., tasks may include recommendations related to: implications for the Programs resulting from ongoing developments with CPUC and California Energy Commission (CEC) proceedings covering topics such as energy efficiency, decarbonization, self-generation, rolling portfolios, IOU business plans, cost effectiveness, net metering, permitting, market transformation, and EM&V.

6. Other Related Subject Areas: Other areas of need for technical assistance by CAEATFA for which the Contractor has the expertise or the ability to procure it.

b. Energy savings calculations:

Contractor will calculate periodic estimates of energy saved through the Programs utilizing a methodology and reporting format discussed with and approved by CAEATFA. Contractor may also be asked to analyze other parties' energy savings calculations for the Programs.

- The types of metrics needed include reduction of kWhs, peak demand (kW), therms, GhG, as well as utility bill impacts.
- Estimates may be deemed, utilizing CAEATFA's known project data or may be based on actual energy usage, if utility consumption data is shareable with Contractor.
- Estimates will need to take fuel substitution and fuel switching into account

**EXHIBIT A  
(Standard Agreement)**

c. Geographic analysis and reporting:

Contractor will perform geographical analysis and produce and deliver data sets and maps for CAEATFA's reporting, publication as web-maps, or internal use, utilizing industry standard GIS software. The types of analysis and mapping needed will be developed in consultation with CAEATFA and may include layering loan or project characteristics and/or contractor activity and service offerings with utility jurisdictions, area income data, Cal EnviroScreen scores, legislative districts, climate zones or other geographic data sets.

d. Other data analysis and reporting as needed:

All deliverables will be consistent with the Scope of Work described herein. Specific deliverables, responsibilities, and timetables will be established by and between CAEATFA and the Contractor via Task Order. All Task Orders shall be made a part of the Contract.

"Task Order" is a contracting term that is broadly used by an entity that wishes to enter into contracts to acquire services when the exact quantities of future deliveries are not known at the time of Contract award. A Task Order will identify a "not-to-exceed" amount of compensation for a specific deliverable or service over a period of time. The selected Contractor will submit invoices (as described in Exhibit B) toward a specific task order. If needed, a Task Order may be amended as services or costs change, or new Task Orders can be created to incorporate additional specific services.

The selected Contractor will develop a work plan under each Task Order, to include:

- i. Project Name, Agreement Number and a description of services to be provided.
- ii. Name(s) of individuals(s) who will work on the project, their titles/classifications and billing rates to be charged per hour, and anticipated hours to be spent on each portion of the project.
- iii. Estimated reimbursable expenses: a "not-to-exceed" price for the defined work, and elements deemed necessary by the Contractor and the Executive Director or designee.
- iv. Deliverable items required during or at completion of the Task Order work assignment.

**2. Term of Agreement**

The term of the Agreement will be for a three-year period beginning April 19, 2022, through April 18, 2025 and may not exceed \$299,999.00 over the entire term of the agreement. The effective date is either the proposed award date (Section C, Item 1 of RFP #CAEATFA03-21), or the date of approval of the Agreement by DGS, whichever is later. Work shall not 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: Derek Chernow, 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:derek.chernow@treasurer.ca.gov">derek.chernow@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: Jennifer Gill	Attention:
Address: 915 Capitol Mall Sacramento, CA 95814	Address:
Phone: (916) 653-3033	Phone:
Fax: (916) 589-2855	Fax:
Email: <a href="mailto:jgill@treasurer.ca.gov">jgill@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 Contractor based on the rate schedule provided in the Contractor's proposal, which is attached hereto and made a part of this Agreement. The State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified below and attached hereto as Contractor's Cost Proposal.

Staff Name	Title	Hourly Rate

- a. Task Orders: The Contractor shall perform services designated by CAEATFA under specific Task Order work assignments, as mutually agreed upon in writing by CAEATFA and the Contractor. Upon CAEATFA's written request of the Contractor for specific task deliverables to be completed by a due date, the Contractor shall provide the Executive Director with a detailed work plan, to include: a description of the activities to be performed and hours proposed by task and by individual; a proposed schedule for task completion, including any deliverable items required during or at completion of the task order work assignment; and estimated reimbursable expenses. Payment for specific Task Order assignments shall not exceed the amount of the Task Order and must be approved in writing in advance by the Executive Director.
- b. Progress payments are permitted for work completed under this Agreement. Ten percent (10%) of the invoiced amount may be withheld pending final completion of each task and acceptance by CAEATFA, upon which CAEATFA will disburse the remaining 10% held back and owing to the Contractor.
- c. The Contractor will submit invoices for review and approval (as described in the Sample Billing provided on page 3 below) that clearly identify the Task Order associated with each line item. The Contractor shall work with CAEATFA in an ongoing manner to ensure that monthly invoicing conforms to contract terms and is conducive to accurate contract accounting and reporting.
- d. Invoices shall be provided to CAEATFA on a **monthly** basis in arrears, shall include Agreement Number CAEATFA03-21, the specific dates (month, day and year) covered by the invoice, and be addressed as follows:

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



**EXHIBIT B  
(Standard Agreement)**

Invoices shall also be sent via email to [caeatfa@sto.ca.gov](mailto:caeatfa@sto.ca.gov), [jessica.arceo@treasurer.ca.gov](mailto:jessica.arceo@treasurer.ca.gov), and [jennifer.gill@treasurer.ca.gov](mailto:jennifer.gill@treasurer.ca.gov) with copies to other CAEATFA personnel as instructed at the commencement of the Contract.

Itemized billings must include the following:

- i. Project name, Agreement Number, Task Order number, name(s) of individual(s) who performed work, services provided, and dates and hours worked at the approved rates.
- ii. Itemized reimbursable expenses, along with receipts.
- iii. Sufficient detail regarding the activity engaged in or the services provided includes, at a minimum:
  - For preparation of documents, a brief description of the document prepared;
  - For attendance, or preparation for attendance, at a meeting, hearing, or other event, a brief description of the purpose of the meeting, hearing or event;
  - For telephone conversations, the name of the party/ies to the conversation and a brief description of the subject matter discussed;
  - For strategy conferences, the name of the parties participating in the strategy conference and a brief description of the subject matter discussed; and for research, a brief description of the issues researched.
- e. 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.
- f. The maximum amount of compensation to Contractor under this Agreement shall not exceed **\$299,999.00** for the entire term of this Agreement.

**2. Budget Contingency Clause**

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

**3. Prompt Payment Clause**

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



**EXHIBIT C  
(Standard Agreement)**

**GENERAL TERMS AND CONDITIONS**

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

SAMPLE

**EXHIBIT D  
(Standard Agreement)**

**SPECIAL TERMS AND CONDITIONS**

**1. Excise Tax**

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

**2. Settlement of Disputes**

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

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

**3. Evaluation of Contractor**

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

**4. No Agency Liability**

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

**5. Potential Subcontractors**

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

**EXHIBIT D  
(Standard Agreement)**

**6. Force Majeure**

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

**7. Waivers**

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

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

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

**9. Confidentiality**

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

**10. Titles/Section Headings**

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

**11. Choice of Law**

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

**12. Notices**

The parties agree that to avoid unreasonable delay in the progress of the services performed hereunder, Contractor and the State have designated in Section 3 of Exhibit A specific staff representatives for the purpose of communication between the parties. Any notice or other written communication required or which may be given hereunder shall be deemed given when delivered personally, or by mail three (3) days after the date of mailing, unless by express mail then upon the date of confirmed receipt, to the representatives named in Section 3 of Exhibit A.

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

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

**13. Permits and Licenses**

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

**14. Books and Records**

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

**15. Key Personnel**

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

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

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

**17. Insurance Requirements**

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

**EXHIBIT D  
(Standard Agreement)**

**18. Subcontractors**

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

**19. Notice of Proceedings**

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

**20. Cumulative Remedies**

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

**21. Binding Effect**

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

**22. Publicity**

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

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

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

**24. Agreement Does Not Violate Law**

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

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

**EXHIBIT D  
(Standard Agreement)**

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

**25. Power and Authority**

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

**26. Signature Authorization**

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

**27. Entire Agreement; Order of Precedence**

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

**28. Termination at Option of the State**

In addition to the provisions of Paragraph 7 of Exhibit C (General Terms and Conditions), this Agreement may be terminated in whole or in part at any time upon 30 calendar days' written notice by the State, for any reason. Upon receipt of a termination notice, Contractor shall promptly discontinue all services affected unless the notice specifies otherwise. In the event the State terminates all or a portion of this Agreement for any reason, it is understood that the State will provide payment to Contractor for satisfactory services rendered prior to the termination, but not in excess of the maximum amount of this Agreement.

**29. Termination for Insolvency**

Contractor shall notify the State immediately in writing in the event that Contractor files any federal bankruptcy action or state receivership action, any federal bankruptcy or state receivership action is commenced against Contractor, Contractor is adjudged bankrupt, or a receiver is appointed and qualifies. In the event of any of the foregoing events, or if the State determines, based on reliable information, that there is a substantial probability that Contractor will be financially unable to continue performance under this Agreement, the State may terminate this Agreement and all further rights and obligations immediately.



**EXHIBIT D  
(Standard Agreement)**

**30. Completion**

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

**31. Effect of Termination**

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

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

**32. Termination for Expatriation**

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

**33. Compliance With Political Reform Act**

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

**34. Darfur Contracting Act**

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

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

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

**EXHIBIT D  
(Standard Agreement)**

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 Contractor's employees of a collective bargaining agent, or preference or opposition to any particular union as a bargaining agent. Nothing in this section obligates or prohibits the Contractor from entering into private neutrality, labor peace or other lawful agreements with a labor organization seeking to represent or who currently represents the Contractor's employees.

SAMPLE

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

**KEY PERSONNEL RESUMES**

SAMPLE

**EXHIBIT E  
(Standard Agreement)**

**ADDITIONAL PROVISIONS**

**1. Progress Payments**

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

**2. Conflict of Interest; No Profit**

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

**EXHIBIT F**  
**(Standard Agreement)**

**THIRD PARTY AGREEMENT PROVISIONS**

The CHEEF Implementation Agreement ("**CHEEF IA**") between CAEATFA and the four Investor-Owned Utilities (PG&E, SDG&E, SCE, and SoCalGas, each individually an "**IOU**" and collectively the "**IOUs**.") sets forth the terms and conditions governing such activities necessary to implement, manage the flow of funds and data, develop regulations, and retain third-party service providers to support the energy efficiency financing pilot programs as directed by the California Public Utilities Commission ("CPUC"). Under the CHEEF IA, CAEATFA and each of the IOUs is sometimes referred to individually as a "**Party**" and together as the "**Parties**." The CHEEF IA requires that CAEATFA ensure all third-party agreements necessary to establish and operate the CHEEF include the terms for the protection of the IOUs set forth in the following provisions. Capitalized terms used in this Exhibit but not defined herein shall have the meanings given in the Agreement.

**1. Confidentiality and Data Protection**

**1.1 Definitions**

1.1.1 "**Confidential Information and Property**" means all non-public, confidential or proprietary commercial or personal information or property of a Party or IOU, including without limitation Customer Data, disclosed or provided under this Agreement to any other Party or its agents, employees, officers, directors, partners, attorneys, accountants, contractors or providers (collectively, "**Representatives**"), whether disclosed or provided orally or disclosed, provided or accessed in written, electronic or other form of media, whether or not marked or otherwise identified as "confidential," concerning, but not limited to, research, development, products, services, processes, designs, inventions, software, tools, reports, ratemaking, regulatory and legislative matters and practices of that Party, its parent company, subsidiaries, affiliates, or members of the public, including Customer Data provided by that Party. Such Confidential Information and Property also includes non-public, confidential or proprietary commercial or personal information, data or tangible or intangible property produced, developed or delivered by [Name of Contractor] ("**Contractor**") in the performance of this Agreement.

1.1.2 "**Customer Data**" means all information and data regarding an IOU customer that is furnished, disclosed, or otherwise made available to Contractor by an IOU under this Agreement, including without limitation personal information such as the customer's name, address, contact information, service agreement number on the Customer's electric bill, user name, password, financial status, and social security number, and any information regarding the Customer's energy usage or billing. No confidential Customer Data shall be provided to Contractor except pursuant to a release of any such Customer Data in one or more forms provided by that IOU, as may be amended from time to time in that IOUs' sole discretion, executed by that IOU's customer to whom such Customer Data pertains ("**Release**").

1.1.3 "**Contractor Personnel**" means any and all personnel furnished or engaged by the Contractor to perform any part of the Scope of Work, as defined in the Agreement (hereinafter "**Services**"), including employees and independent contractors of the Contractor and its Subcontractors.

1.1.4 "**Disclosing Party**" means the Party or, as applicable, the Contractor, that discloses its Confidential Information and Property to the Receiving Party pursuant to this Agreement.

1.1.5 "**Receiving Party**" means the Party or, as applicable, the Contractor, that receives Confidential Information and Property from the Disclosing Party pursuant to this Agreement.

**EXHIBIT F**  
**(Standard Agreement)**

**1.2 Confidentiality**

1.2.1 Contractor shall not disclose or make available Confidential Information and Property to any third party, except as permitted by this Agreement. Contractor shall, and shall require Contractor Personnel to, access and use Confidential Information and Property solely for the purpose of performing the Services, but not otherwise. In addition, Contractor shall comply, and ensure that Contractor Personnel comply, with all Applicable Laws relating to the protection of Confidential Information and Property and Customer Data.

1.2.2 Contractor shall not, and shall ensure Contractor Personnel do not, use Confidential Information and Property or Customer Data (including any Customer Data received by Contractor pursuant to a Release) for Contractor's or Contractor Personnel's own benefit or for any purpose other than as expressly stated in this Agreement.

1.2.3 If Contractor receives any Customer Data pursuant to this Agreement without a Release, Contractor shall (1) provide written notice to CAEATFA and the relevant IOU within two (2) Business Days of discovering that the Customer Data was disclosed without a Release; (2) shall delay processing of any application related to an IOU customer to which the Customer Data pertains until Contractor receives such Release; and (3) treat any such Customer Data as Confidential Information and Property.

1.2.4 The foregoing confidentiality restrictions shall not apply to information which: (1) is previously known to a Receiving Party, prior to its receipt from Disclosing Party, (2) is independently developed by Receiving Party without use of the Confidential Information, (3) is acquired by it from a third party not participating in the CHEEF program, which was not, to the Receiving Party's knowledge, under an obligation to the Disclosing Party not to disclose such information, (4) is or becomes publicly available through no breach of this Agreement by the Receiving Party; or (5) is Customer Data provided by an IOU pursuant to a Release; provided that if such Customer Data has been compiled in a database, that database shall nonetheless be deemed Confidential Information and Property owned by the IOUs, and all of the confidentiality obligations herein shall apply unless such Customer Data in that database is anonymized or aggregated so that it cannot be identified with the individuals to whom it relates.

1.2.5 Contractor acknowledges that CAEATFA and the IOUs may elect to disclose Contractor's Confidential Information and Property to their respective regulator(s) and legislators. In addition, CAEATFA and the IOUs may be required to disclose Contractor's Confidential Information and Property to third parties to comply with Commission directions relating to energy efficiency program reporting or to comply with other Applicable Laws. Such disclosures are not prohibited by this Section 1.2.5 but, in making such disclosures, CAEATFA and the IOUs will afford the level of protection to such information as CAEATFA and the IOUs determine to be appropriate in accordance with their normal business practices.

**1.3 Use of Confidential Information and Property**

Confidential Information and Property is and will remain the property of the Disclosing Party. The Receiving Party may not use the Disclosing Party's Confidential Information and Property or Customer Data (including any Customer Data received by such Party pursuant to a Release) for any purpose other than those expressly authorized by this Agreement. The Disclosing Party's Confidential Information and Property shall not be sold, assigned, leased or otherwise disposed of to third parties or commercially exploited by or on behalf of the Receiving Party. The Receiving Party may not possess or assert any lien or other right against or to the Disclosing Party's Confidential Information and Property.

**1.4 Compliance with Data Privacy and Data Protection Laws**

Contractor shall observe and comply with all Applicable Laws, including data privacy, data protection, and consumer privacy laws. If Contractor or a Party becomes aware of any use or

**EXHIBIT F**  
**(Standard Agreement)**

disclosure of another Party's Confidential Information and Property or Customer Data that is not permitted by this Agreement, it will notify that other Party as soon as practicable, but no later than two (2) Business Days after such Party becomes aware of any such unauthorized use or disclosure.

**1.5 Information Security and Protection Measures**

1.5.1 Contractor shall take "Information Security and Protection Measures" consistent with industry best practices, as such practices evolve and improve during the Term and, without limiting the foregoing, shall comply with the Information Security Requirements set forth in Attachment 1 hereto, as such policies are updated and supplemented by the relevant parties during the continuance of this Agreement. Information Security and Protection Measures means measures to safeguard against the unauthorized access, loss, destruction, use, alteration or disclosure of Confidential Information and Property owned or provided by CAEATFA or IOUs, including but not limited to:

1.5.1.1 Systems, infrastructure, procedures and services as necessary to recover data, systems and operations in the event of a major outage or disaster, and regular tests (no less frequently than annually) to verify that such recovery can be achieved;

1.5.1.2 Policies and procedures providing information security, third-party assurance auditing and penetration testing;

1.5.1.3 Password protected access to Confidential Information and Property at all access points;

1.5.1.4 Encryption of Confidential Information and Property at rest and in transit (including any backup copies);

1.5.1.5 Restriction of physical access to Confidential Information and Property;

1.5.1.6 Implementation of logical access controls and sanitization or destruction of media, including hard drives;

1.5.1.7 Compliance with National Institute of Standards and Technology (NIST) standards, as applicable to the Services; and

1.5.1.8 Contractor shall furnish to CAEATFA and the IOUs upon request an SSAE 16 Type II report on Contractor's internal controls pertaining to the Services (or such other independent verification of Contractor's Security Measures that is reasonably acceptable to CAEATFA and the IOUs):

1.5.1.8.1 Before commencing performance of the Services;

1.5.1.8.2 No later than July 1 each year during the Term; and

1.5.1.8.3 Upon request by CAEATFA or the IOUs, but not more than once per calendar year in addition to the provision of the annual certification referred to in paragraph 1.5.1.8.2.

1.5.2 CAEATFA and the IOUs may inspect and audit, or engage a third party auditor to inspect and audit, the Contractor's facilities and systems to assess the Contractor's security measures. The Contractor shall cooperate fully with any requested inspection or audit. If CAEATFA or an IOU notifies Contractor of a material vulnerability in the Contractor's security measures, Contractor shall develop an action plan acceptable to CAEATFA and the IOUs to correct the material vulnerability or vulnerabilities, in accordance with Attachment 1 to this Exhibit.

1.5.3 Contractor hereby represents, warrants and covenants that, to the extent Contractor's facilities or information system(s) have been the subject of security audits prior to the date hereof and such audits have revealed any material vulnerabilities in the Contractor's facilities or Contractor's information system(s), Contractor has fully remedied such vulnerabilities.

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**1.6 Compelled Disclosure**

If Contractor becomes legally compelled to disclose any Confidential Information and Property of the Disclosing Party in a manner not otherwise permitted by this Agreement (including any disclosure that is required pursuant to the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the California Government Code (the "Public Records Act")), Contractor will provide CAEATFA and the Disclosing Party with notice of the request within two (2) Business Days to enable CAEATFA and the Disclosing Party to fulfill their obligations under the CHEEF IA and subject to the Information Practices Act (Chapter 1 (commencing with Section 1798) of Title 1.8 of Part 4 of Division 3 of the California Civil Code). Contractor acknowledges that the obligation to produce documents and the ultimate determination of what information is privileged and what is to be released is solely CAEATFA's.

**1.7 Public Disclosures**

1.7.1 CAEATFA and the IOUs may be required or may determine it is desirable to file this Agreement with regulatory entities and, Contractor acknowledges that in either case, they shall have the right to do so. Each Party will otherwise refrain from disclosing the specific terms and conditions of this Agreement to third parties to the extent allowed by law.

1.7.2 All other media releases, public announcements and public disclosures by CAEATFA or the IOUs relating to this Agreement or the subject matter of this Agreement (including disclosures and announcements regarding the conduct or results of the CHEEF Programs) will be coordinated with and approved by CAEATFA and the IOUs prior to release.

1.7.3 The fact that CAEATFA and Contractor have entered into this Agreement does not constitute, nor does it imply in any way, endorsement by CAEATFA of Contractor, and Contractor will not indicate or imply that CAEATFA endorses, recommends, or vouches for Contractor in any form of written, verbal, or electronic advertisement, communication, or any other business development effort, except to the extent expressly approved by CAEATFA in writing.

**1.8 Return or Destruction**

Upon request by the Disclosing Party, and with the written consent of CAEATFA in the event of a request from an IOU, Contractor will return or provide the Disclosing Party a copy of any designated Confidential Information and Property of the Disclosing Party. When Confidential Information and Property of the Disclosing Party is no longer required for the Contractor's performance under this Agreement, or in any event upon expiration or termination of this Agreement for any reason, the Contractor will return all materials in any medium that contain, refer to, or relate to Confidential Information and Property of the Disclosing Party or, at the Disclosing Party's election, destroy them. At the Disclosing Party's request, Contractor will certify in writing that it has returned or destroyed all copies of the Disclosing Party's Confidential Information and Property in the possession or control of Contractor. Contractor shall remove, or cause to be removed, all Confidential Information and Property from Contractor and Contractor Personnel's information system and other computing resources. Contractor shall not, without the prior written authorization of CAEATFA and the IOUs, sell or otherwise dispose of any parts, equipment, or other materials containing, conveying, embodying, or made in accordance with or by reference to any Confidential Information and Property. Before disposing of such parts, equipment, or materials, Contractor shall render them unusable.

**1.9 Duration of Confidentiality Obligations**

The Receiving Party's obligations hereunder apply to Confidential Information and Property of the Disclosing Party disclosed to the Receiving Party before or after the Effective Date and will continue during the Term and survive the expiration or termination of this Agreement as follows and in compliance with any obligations arising under the Public Records Act:



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1.9.1 The Receiving Party's obligations under Section 1.8 will continue in effect until fully performed;

1.9.2 As to any portion of the Disclosing Party's Confidential Information and Property that constitutes a trade secret under applicable Law, the obligations will continue for as long as the information continues to constitute a trade secret;

1.9.3 As to Customer Data, such obligations shall continue in perpetuity; and

1.9.4 As to all other Confidential Information and Property of the Disclosing Party, the obligations will survive for two years after the Receiving Party's fulfillment of its obligations under Section 1.8 with respect to the Confidential Information and Property in question.

**1.10 Database and Derived Data**

1.10.1 Any database or information repository developed or maintained by Contractor using IOU Confidential Information and Property or Customer Data (a "**Database**"), and all analysis, reports, aggregated and/or anonymized data and metadata created by Contractor based on IOU Confidential Information and Property or Customer Data ("**Derived Data**"), shall be owned jointly by the IOUs from whose Confidential Information and Property and Customer Data the Database or Derived Data was derived, and shall be held for the benefit of ratepayers subject to the continuing jurisdiction and regulation of the Commission.

1.10.2 Contractor may use, publish and disclose the Database and Derived Data only for the purpose of performing the Services in accordance with this Agreement, but not otherwise, and shall not sell, assign, lease or otherwise dispose of the Database or Derived Data to third parties or commercially exploit it for Contractor's benefit or the benefit of any third party. Contractor may not possess or assert any lien or other right against or to the Database or Derived Data.

1.10.3 Before the Database and/or any Derived Data is made public or disclosed to any third party pursuant to authorization under this Agreement, Contractor shall ensure that any Customer Data included therein is anonymized so that it cannot be identified with the individuals to whom it relates.

**2. Provisions Related to Personnel (Security Training and Background Check)**

**2.1** The Contractor, at its own expense, will ensure that, prior to providing any of the Services, Contractor Personnel will: (1) complete any CAEATFA- or IOU-provided or required orientation and security procedures, which will include training on the confidentiality, security and non-disclosure obligations regarding the IOUs' computing system and Confidential Information and Property, Security Incident Response Plan, as well as appropriate business conduct and protocols directed at compliance with Applicable Laws and any relevant IOU policies; and (2) complete annual training thereafter, and update such training when Applicable Laws materially change or when CAEATFA or an IOU informs the Contractor of material changes in the IOUs' information or physical security policies.

**2.2** The Contractor, at its own expense, will (1) screen and conduct background checks of the Contractor Personnel in accordance with CAEATFA's and the IOUs' policies that have been provided to the Contractor in writing; (2) verify that each individual involved in providing the Services has received and signed a copy of the Contractor's code of conduct and is bound to maintain the confidentiality of all Confidential Information and Property provided by CAEATFA and the IOUs pursuant to this Agreement; and (3) confirm to CAEATFA and the IOUs that these and any other pre-assignment steps described in this Agreement or CAEATFA's and the IOUs' written policies for contractors have been successfully completed.

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**3. Enforcement by IOUs**

**3.1** Each IOU is a third party beneficiary of the Contractor's warranties, covenants, indemnities and other obligations under this Agreement. In addition to CAEATFA's right to enforce the Agreement as a Party, each IOU may enforce the terms of this Agreement against the Contractor as if the IOU were a Party. Alternatively, each IOU may, in its sole discretion, authorize CAEATFA or another IOU to enforce such rights, including by participating in an arbitration proceeding or litigation on its behalf. The IOUs shall take no action pursuant to this section without providing three (3) Business Days prior written notice to CAEATFA.

**3.2** Subject to paragraph 3.1, this Agreement is entered into solely between CAEATFA and Contractor and will not be deemed to create any rights in any third parties or to create any obligations of either CAEATFA or Contractor to any third parties.

**4. Prior Written Approval for Changes**

Contractor's Cost Proposal, submitted in response to CAEATFA's Request for Proposal No. CAEATFA03-21 ("RFP") and made a part of the Agreement by reference (hereinafter "Cost Proposal"), describes the personnel, subcontractors, facilities and systems (the "**Service Delivery Environment**") that will be used by the Contractor to perform and deliver the Services. Any material change to the Service Delivery Environment as described in Cost Proposal shall require CAEATFA's prior written approval. Without limiting the foregoing, CAEATFA's prior written approval is required for any subcontracting of the Services by Contractor, any relocation of Confidential Information and Property or any change in the locations from which Confidential Information and Property may be accessed by Contractor Personnel.

**5. Compliance with Applicable Laws**

The Contractor will comply with all Applicable Laws in connection with the performance of the Services and the conduct of its business.

**6. Insurance**

**6.1** Contractor will maintain the following insurance coverage or self-insurance coverage, at all times during the term of this Agreement, with companies having an A.M. Best rating of "A-, VII" or better, or equivalent:

**6.1.1 Workers' Compensation:** statutory minimum.

**6.1.2 Employer's Liability coverage:** \$1 million minimum.

**6.1.3 Commercial General Liability:** \$2 million minimum per occurrence/\$4 million minimum aggregate.

**6.2** The insurance policies referred to in paragraphs 6.1.1, 6.1.2 and 6.1.3 above shall acknowledge CAEATFA, the IOUs and their respective officers, agents and employees (the "**Beneficiaries**") as additional insureds, be primary for all purposes, contain standard cross-liability or severability of interest provisions, and waive all rights of subrogation against the Beneficiaries.

**6.2.1. Professional Liability** (if applicable): \$1 million minimum.

**6.2.2. Commercial or Business Auto:** \$1 million minimum. Such insurance shall acknowledge the Beneficiaries as additional insureds and be primary for all purposes.

**6.3 Evidence of Insurance.** Upon request at any time during the term of this Agreement, Contractor shall provide evidence that the insurance policies required by this Section are in full force and effect, and provide the coverage and limits of insurance required herein.

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**6.4 Notice of Claims.** Contractor shall immediately report to CAEATFA, and promptly thereafter confirm in writing, the occurrence of any injury, loss or damage incurred by Contractor in the course of performing Services, or receipt of notice or knowledge of any claim by a third party of any occurrence that might give rise to such a claim.

**7. Audit Rights and Record Retention.**

**7.1** Contractor shall maintain, for a period of five (5) years after final payment, complete accounting records (and supporting documentation) of all funds paid to Contractor hereunder. Contractor agrees that CAEATFA and the IOUs shall have the right to review and to copy any records and supporting documentation pertaining to the performance of the Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar audit right provision in any contract with a subcontractor performing any of the Services.

**7.2** Contractor shall not retain any funds erroneously paid by CAEATFA to Contractor, including, but not limited to, any funds paid on behalf of an IOU. If, at any time, CAEATFA or the IOUs discover that an amount was paid to Contractor was in error, either through subsequent review or audit, or by another means, the amount erroneously paid to Contractor may, at the option of CAEATFA or IOUs, as applicable be used to offset future payment(s) due to Contractor or must be repaid by Contractor.

**8. Contractor Indemnities.**

**8.1** Contractor shall indemnify, defend and hold harmless CAEATFA, the IOUs, their affiliates, and their respective officers, directors, employees, agents and representatives from and against any and all Losses arising in connection with any Claim:

8.1.1 resulting from the negligent or unlawful acts or omissions, or willful or tortious conduct of Contractor or its employees, agents and subcontractors, including any failure of any of them to comply with Applicable Laws in connection with this Agreement;

8.1.2 resulting from any collection or enforcement action in connection with this Agreement; and/or

8.1.3 arising from the Contractor's breach or alleged breach of its confidentiality, data privacy and data protection obligations under this Agreement.

**8.2 Definitions Related to Contractor Indemnities.**

8.2.1 **"Claim"** means any claim, demand, action, proceeding or investigation made or commenced against a Party that is related to this Agreement or a Contractor Agreement, as applicable, by an unaffiliated third party or Governmental Authority, whether or not a lawsuit is filed.

8.2.2 **"Losses"** means any and all expenses, losses, liabilities and/or damages suffered or incurred by any indemnified person as a result of or in connection with a Claim, including any amounts paid or incurred in settlement of a Claim, and including the costs of defending and/or settling the Claim and associated legal costs.

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**INFORMATION SECURITY REQUIREMENTS**

CAEATFA and Contractor have entered into Agreement CAEATFA03-21 as of the Effective Date thereof. The terms set forth in this Attachment shall be governed by the Agreement and shall be effective as of the Effective Date. Capitalized terms used in this Attachment but not defined herein shall have the meanings given in the Agreement.

1. **Scope.** This Attachment applies to and governs any and all receipt of, access to, storage of, or use of Confidential Information and Property by Contractor and Contractor Personnel, in connection with the Services.

2. **Definitions.** In addition to the definitions set forth elsewhere in the Agreement, the following capitalized terms shall have the meanings set forth below:

(a) **"Security Incident"** means (i) any Unauthorized Use or other breach in the security of Contractor' and/or Contractor Personnel's information systems that contain Confidential Information and Property, or any unauthorized access to, interception of, disclosure or acquisition of such Confidential Information and Property, or (ii) if caused by the action or inaction of Contractor, any Unauthorized Use or other breach in the security of information systems that contain Confidential Information and Property, or any unauthorized access to, interception of, disclosure or acquisition of such Confidential Information and Property.

(b) **"Security Incident Response Plan" or "SIRP"** means a written plan and process for preventing, detecting, identifying, reporting, tracking and remediating Security Incidents.

(c) **"Security Incident Report" or "SIR"** means a report prepared by Contractor regarding a Security Incident which includes, at a minimum, the information more fully set forth below in Section 5.

(d) **"Unauthorized Use"** means any use, reproduction, distribution, transfer, disposition, disclosure, possession, memory input, alteration, erasure, damage or other activity by Contractor involving Confidential Information and Property that is not expressly authorized under the Agreement.

3. **Security Obligations.**

(a) **Security Incident Response Plan:** Prior to accessing any Confidential Information and Property, Contractor shall develop a SIRP and implement and maintain such SIRP throughout the Term.

(b) **SIRP General Requirements:** Contractor's SIRP will include, at a minimum, Security Incident handling and response procedures, specific contacts in an event of a Security Incident, the contacts' roles and responsibilities, and their plans to notify CAEATFA and/or the relevant IOU(s), as the case may be, concerning the Security Incident. The SIRP must be based on and meet all of the following requirements:

(i) Applicable Laws concerning the care, custody, control and integrity of data and information, including but not limited to, California's Information Practices Act of 1977, California Civil Code §§ 1798.80 *et seq.*, and California Public Utilities Commission Decision 11-07-056, 2011 Cal. PUC LEXIS 404

(ii) Provides for notice to CAEATFA and/or the IOUs (as applicable), of any breach of the security of Confidential Information and Property if it is reasonably believed to have been acquired by an unauthorized person.

(c) **SIRP Review.** At CAEATFA's request, Contractor shall review the SIRP at least annually with CAEATFA, and the IOUs (if applicable) to identify updates, changes or potential improvements, and a process to document these changes within ninety (90) days of these changes.

(d) **Physical Security.** Contractor shall provide and maintain physical controls in accordance with Applicable Standards to prevent any Security Incidents and the Unauthorized Use of Confidential Information and Property. Physical controls shall include, but not be limited to: (i) effective physical security

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of any Contractor facilities and Contractor's computing systems used in connection with providing the Services to CAEATFA, on behalf of the IOUs. At a minimum, such methods must include visitor sign-ins, restricted access key cards or locks for employees, and limited access to server rooms and archival backups; (ii) physical hazard protection; (iii) equipment configuration control methods to detect unauthorized changes in configuration and inventory; and (iv) requirements stating that all removable media such as compact discs, digital video discs, thumb drives, or laptops used to store Confidential Information and Property shall be protected from Unauthorized Use or a Security Incident.

(e) Additional Security Obligations. In addition to its other obligations relating to Confidential Information under the Agreement, Contractor shall (and shall ensure Contractor Personnel) comply with the following additional obligations:

(i) Data Storage. Contractor shall maintain all Confidential Information and Property so as to be compartmentalized or otherwise logically separate from, and in no way commingled with, other information of Contractor or its other customers and not accessible by other customers.

(ii) Security Program. The security program implemented and maintained by Contractor for its Information Systems shall consist of safeguards to prevent any Unauthorized Use, accidental or unauthorized destruction, accidental loss, alteration of, access to and any other unauthorized collection or use of Confidential Information and Property, and shall include, without limitation: (aa) appropriate access controls and data integrity controls, including the use of strong authentication of users, least privilege access, and use of firewalls and antivirus software; (bb) testing and auditing of all controls; and (cc) encryption of all Confidential Information and Property, while at rest and in transit.

(iii) Backup of Confidential Information and Property. Contractor will use prevailing: (aa) secure and redundant encrypted data backup, (bb) recovery technologies, and (cc) destruction methods, at no additional cost to CAEATFA, with respect to Contractor's access and use of Confidential Information and Property. Contractor shall at all times ensure that it is aware of and has documented the location of all copies of Confidential Information and Property.

4. Notice of Security Incident. Contractor covenants and agrees that if Contractor or Contractor Personnel, discover or are notified of a Security Incident or potential Security Incident relating to the IOUs' or CAEATFA's computing systems, Confidential Information and Property or information therein, Contractor shall immediately submit a SIR to CAEATFA and the relevant IOU(s) by emailing the SIR. The SIR shall (a) include, at a minimum, a brief summary of the issue, facts and status of Contractor's investigation; (b) identify the potential number of individuals affected by the Security Incident; (c) provide any other information pertinent to CAEATFA's and the IOUs' understanding of the Security Incident and the exposure or potential exposure of Confidential Information and Property; (d) investigate such Unauthorized Use or such potential Unauthorized Use that caused the Security Incident or may cause a Security Incident; (e) inform CAEATFA and the relevant IOU(s), in writing, of the results of such investigation; (f) assist CAEATFA and the relevant IOU(s), (at Contractor's cost and expense) in maintaining the confidentiality of such Confidential Information and Property; and (g) if requested by CAEATFA, discuss with CAEATFA and the relevant IOU(s) the cause(s) of the Security Incident, Contractor's response, lessons learned and potential improvements to Contractor's computing system's security process and procedures. Upon receipt of Contractor's SIR, CAEATFA or the IOUs may immediately revoke Contractor's and Contractor Personnel's access to the relevant computing systems and Confidential Information and Property. Such revocation shall not relieve Contractor of its obligations to perform the Services in accordance with the terms of the Agreement. If CAEATFA or an IOU deems it prudent to notify individuals potentially affected by the Security Incident and/or to offer them free credit monitoring service or other remedies, then Contractor shall reimburse CAEATFA or the IOU for its costs and expenses for the notification and remedies.

5. Vulnerability Management After a Security Incident. Upon the occurrence of a Security Incident, Contractor shall immediately inform CAEATFA and the IOUs of such Security Incident and provide access to CAEATFA and the IOUs so that CAEATFA and the IOUs or an independent third party may conduct an

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onsite audit and inspection of the facility or facilities and Contractor's computing systems involved in the Security Incident. Contractor shall develop an action plan acceptable to CAEATFA and the IOUs to correct the causes of the Security Incident and all material vulnerability or vulnerabilities discovered during the audit or inspection. Promptly after CAEATFA and the IOUs approve the action plan, Contractor shall correct each such Security Incident cause or vulnerability at its sole cost and expense. Contractor shall certify in writing to CAEATFA and the IOUs that it has corrected all such Security Incident causes and vulnerabilities. Contractor shall bear (and if applicable, shall reimburse CAEATFA and/or the applicable IOU(s) for) all costs and expenses of an audit or inspection following a Security Incident. Additionally, Contractor shall:

(a) Upon CAEATFA's or an IOU's written request, promptly perform (or shall permit the IOUs or an independent third party to perform) a vulnerability threat assessment ("VTA") test or such additional testing as may be reasonably required by CAEATFA or an IOU. The VTA may be performed, in CAEATFA's or the IOUs' sole discretion, by CAEATFA, the staff or subcontractor of one or more IOUs, or a security consultant selected and approved in writing by CAEATFA.

(b) Thereafter, throughout the remainder of the Term, perform quarterly vulnerability assessments of Contractor's computing systems used to perform the Services ("Assessments"). Such Assessments shall include an evaluation of Contractor's externally accessible computer systems from the perspective of an external attacker, with a focus on service discovery and service identification. This Assessment shall include a logical assessment, penetration/intrusion testing and/or analysis services. Threats to Contractor's computing systems' availability, reviewing of whether attackers could deny legitimate users access to information made available through Contractor's IT infrastructure, may also be evaluated. Such quarterly Assessments shall be at Contractor's sole expense and shall be conducted by a third party nationally recognized for performing such Assessments (a "VTA Contractor"), proposed by Contractor and subject to CAEATFA's and the IOUs' prior approval, which shall not be unreasonably withheld.

(c) CAEATFA or an IOU may also request Contractor to have the VTA Contractor conduct additional Assessments on an ad hoc basis, to provide reviews of Contractor's computing systems, including without limitation, Contractor's infrastructure, applications, networks, internal scans, external scans and code. Such ad hoc Assessments shall be conducted in a manner that does not compromise Contractor's reasonable security standards, shall be conducted under Contractor's direction, and shall be at CAEATFA's or the IOU's sole expense. CAEATFA and the IOUs shall have the right to require Contractor to use a different VTA Contractor (other than the one proposed by Contractor) to perform such additional ad hoc Assessments.

(d) The results of all Assessments described in these Sub-Sections 5(a) – (c) shall be provided by Contractor to CAEATFA and the IOUs and shall include a comprehensive report of the Assessment findings, redacted to exclude only specific information that is confidential and proprietary to Contractor's other customers. Contractor, CAEATFA and the IOUs shall reach an agreement regarding remediation of the findings within the Assessment results and Contractor shall promptly perform such remediation at its sole cost and expense.

(e) Nothing set forth in Sections 5(c) or (d) shall be construed as a waiver of any legal or equitable rights and remedies available to CAEATFA and/or the IOUs in connection with an audit, inspection, or Security Incident. In addition, CAEATFA's and the IOUs' onsite audit or inspection of Contractor's facilities under these sections shall not be interpreted as CAEATFA's or the IOUs' assumption of any liability or responsibility to remedy the Security Incident or vulnerability or otherwise to assist Contractor in the repair or replacement of Contractor's computing systems or facilities.

(f) Document Retention. Contractor shall maintain all documentation relating to Security Incidents, remediation activities and follow-on assessments, whether in written or electronic form, including their identification, processing and resolution, for three (3) years after final resolution of the Security Incident, including the final resolution of all claims arising out of the Security Incident.

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6. Additional Representations and Warranties. In addition to Contractor's other representations and warranties in the Agreement, Contractor hereby represents and warrants:

(a) Contractor shall comply with all of the terms in this Attachment throughout the Term;

(b) Virus Precautions. Contractor represents and warrants that: (i) Contractor's information systems utilized to provide the Services were checked with Internet industry standard up-to-date antivirus software, and were determined to be virus-free, before their first use in performance of the Agreement; (ii) Contractor will update its virus definitions no less than monthly to ensure that they use the most up-to-date definitions available, and will conduct at least biweekly virus sweeps of all networks, databases, computers, and software (including archival copies of the foregoing) utilized to provide the Services; (iii) Contractor will promptly use such virus detection software to attempt to purge all viruses discovered during such sweeps; (iv) prior to delivering any digital files to CAEATFA and/or the IOUs, as applicable, Contractor will scan all files with Internet industry standard up-to-date antivirus software and will determine that they are virus-free; and (v) if Contractor discovers that a virus may have been transmitted to CAEATFA or to one or more IOUs by Contractor, Contractor will promptly notify CAEATFA and the IOUs of such possibility in a writing that states the nature of the virus, the date on which transmission may have occurred, and the means Contractor has used to attempt to purge the virus; and

(c) Contractor will not (and will ensure Contractor Personnel do not) access or use any Confidential Information and Property for any purpose other than that of performing Contractor's obligations under the Agreement.

7. Acknowledgement. Contractor acknowledges that the IOUs each retain sole and exclusive ownership of all right, title and interest to and to all Confidential Information and Property. The Agreement does not grant Contractor or Contractor Personnel any implied licenses with respect to Confidential Information and Property or Customer Data.

8. Survival. The terms in this Attachment will survive the expiration or any termination of the Agreement.