



## CALIFORNIA POLLUTION CONTROL FINANCING AUTHORITY

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### MEMBERS

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BETTY T. YEE  
State Controller

KEELY MARTIN BOSLER  
Director of Finance

**EXECUTIVE DIRECTOR**  
Vacant

### **REQUEST FOR PROPOSALS** **No. CPCFA01-21** **Financial Audit Services** **Notice to Prospective Proposers**

**August 11, 2021**

You are invited to review and respond to this Request for Proposals (“RFP”), entitled **Financial Audit Services, No. CPCFA01-21**. In submitting your proposal, you must comply with these instructions.

The California Pollution Control Financing Authority (“CPCFA”) seeks auditing services to fulfill CPCFA’s obligations pursuant to Government Code sections 5871 and 5872, including the Office of the State Controller’s minimum auditing requirements.

Proposals for these services must comply with the instructions included in the RFP. The RFP includes the Sample Standard Agreement that the selected firm is expected to execute. The agreement that shall be entered into with the State of California (“State”) shall include by reference the General Terms and Conditions and the 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 CPCFA, this RFP is complete and without need of explanation. However, if you have questions or need clarifying information, the contact person for this RFP is:

**Nicholas Montalvo**  
**California Pollution Control Financing Authority**  
**801 Capitol Mall, 2<sup>nd</sup> Floor**  
**Sacramento, CA 95814**  
**(916) 653-6217**  
[nicholas.montalvo@treasurer.ca.gov](mailto:nicholas.montalvo@treasurer.ca.gov)

Questions regarding this RFP must be submitted in writing and received by CPCFA no later than August 18, 2021 by 5:00 p.m. (Pacific Time). Answers to the questions shall be posted on August 25, 2021 on the Cal eProcure website and the CPCFA website.

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

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\* If applicable

**Sample Standard Agreement (STD 213)**

- Exhibit A - Scope of Work
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- Exhibit B - Budget Detail and Payment Provisions
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- Exhibit C - General Terms and Conditions
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- Attachment A - Summary of Bonds Sold in Fiscal Year 2018/2019 and Fiscal Year 2019/2020

## **A. PURPOSE AND DESCRIPTION OF SERVICE**

### **1. Introduction**

The California Pollution Control Financing Authority (“CPCFA”) is currently seeking proposals from qualified firms for their services in the annual auditing of the financial statements and internal control performance of CPCFA’s operations relevant to CPCFA’s Bond Program. The audit shall include a complete operating and financial statement and audit of the books and accounts as well as an independent assessment of the internal control and performance of CPCFA’s Bond Program. All proposals submitted for performance of these audits must explain the experience and qualifications that demonstrate the firm’s ability to provide such services. Failure to provide the entire required format may result in disqualification.

The selected firm must be technically and professionally capable of providing the services in all subject areas described in the Scope of Services (Section A, Item 2) and meet 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. The audit periods contemplated by the contract agreement shall be for each of the three fiscal years ending **June 30, 2021, June 30, 2022, and June 30, 2023**, with an option to extend the term for one additional year and include the audit for the fiscal year ending **June 30, 2024**, at CPCFA’s sole discretion. CPCFA anticipates a **November 1, 2021**, contract start date, and the firm must be available at that time to assume services.

### **2. Background of Statutory Conduit Financing Issuer Requirements**

Effective January 1, 2010, Senate Bill 99 (Chapter 557, Statutes of 2009) added Chapter 10.7(commencing with Section 5870) to Division 6 of Title 1 of the Government Code, which increased the reporting and auditing requirements for conduit financing issuers. While the focus of the legislation was on the joint powers authorities that frequently issue bonds, the legislation also requires the inclusion of state finance authorities and was written to include the finance authorities chaired by the State Treasurer. As a result, CPCFA must comply with the same reporting/auditing requirements imposed on the joint powers authorities.

### **3. Scope of Services**

Under the general direction, in writing, of the Executive Director of CPCFA, or their designee, the Auditor agrees to provide audit and examination services as described herein. Pursuant to Chapter 10.7 (commencing with Section 5870) of Division 6 of Title 1 of the Government Code, the audits must comply with the Office of the State Controller’s (“SCO”) minimum standards for conducting audits (the Minimum Audit Requirements and Reporting Guidelines for California Special Districts are set forth in Subchapter 5 (commencing with Section 1131.1) of Chapter 2 of Division 2 of Title 2 of the California Code of Regulations). In

addition, the Contractor will be expected to complete SCO's Special Districts Financial Transactions Report on behalf of CAEATFA (reporting forms and instructions are available at [https://www.sco.ca.gov/ard\\_locinstr\\_districts\\_forms.html](https://www.sco.ca.gov/ard_locinstr_districts_forms.html)). SCO's audit and reporting requirements may be subject to change. As a result, the Contractor must be prepared to incorporate any additional legal or industry requirements for the performance of audits as may be disseminated by the SCO subsequent to the initial circulation of the Request for Proposal (RFP No. CPCFA01-21). In addition, the firm may be requested to provide other assistance, on an as-needed basis, to support confirmation and reporting requirements for the Program.

a. Audit and Examination

The Contractor shall perform an audit and examination of the financial statements of CPCFA's bond financing accounts and records as required by law and include the following:

- i. A disclosure of fees imposed on borrowers by, or on behalf of, CPCFA's Bond Program.
- ii. A disclosure of expenditures related to those fees made by, or on behalf of, CPCFA's Bond Program.
- iii. The dollar amount and nature of these fees and expenses.
- iv. A disclosure of the amount of bonds authorized by the CPCFA Board but unsold at the end of the time period covered by the audit.
- v. A disclosure of the amount of debt CPCFA has issued during the period covered by the audit and the amount of debt still outstanding at the end of the time period covered by the audit. Attached is a summary of CPCFA's applicants and borrowers for fiscal years **2018/2019** and **2019/2020**, that can be used as an indicator of the type and quantity of activity for future years (see Attachment D, Sample Standard Agreement).

b. Audit Report and Findings

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

- iv. Audited financial statements in the report shall include a "Statement of Operations," "Statement of Assets and Liabilities" (Balance Sheet), and a "Statement of Cash Flows" for each Bond Program Fund.
- v. The audit report shall include any other material information required by CPCFA, the SCO, or the Government Code.
- vi. One audit report shall be for fiscal year **2020/2021**. A second audit report shall be for fiscal year **2021/2022**. A third audit report shall be for fiscal year **2022/2023**. If the contract is extended by CPCFA, a fourth audit report shall be for fiscal year **2023/2024**.
- vii. Contractor shall review each proposed report with CPCFA staff prior to finalizing and reporting results of the audit to the SCO.
- viii. The audit must meet the reporting timeframe requirements of the SCO (see Attachment B, Sample Standard Agreement). Currently, it is anticipated that each audit should be conducted and completed by December 30<sup>th</sup> of the following fiscal year. The audit submittal time frame is subject to change upon further instruction from SCO.
- ix. One original and twenty (20) copies of each report shall be prepared with the provision for additional copies upon request; and an electronic version shall also be provided in PDF format.
- x. In all respects, represent the best interests of CPCFA and the State of California in all transactions and proceedings.

CPCFA shall obtain all available accounting records and data necessary for the Contractor's performance of the work described herein, and CPCFA shall provide office workspace and furnishings if needed, adjacent to its offices at 801 Capitol Mall, 2<sup>nd</sup> Floor, Sacramento, California 95814. All other equipment or materials are to be provided by the Contractor.

Contractor shall be responsive to CPCFA staff regarding the status of the audit including promptly responding to emails and telephone calls. The Contractor shall keep CPCFA staff apprised of information needed and outstanding issues. The Contractor shall meet deadlines set by CPCFA staff.

c. Special Districts Financial Transaction Report

The Special Districts Financial Transactions Report must be prepared exactly in the same format as the SCO's Special Districts Financial Transactions Report ([https://www.sco.ca.gov/ard\\_locinstr\\_districts\\_forms.html](https://www.sco.ca.gov/ard_locinstr_districts_forms.html)). Contractor must complete this report on CPCFA's behalf each year at least one week before the due date (Per Section 53891 of the Government Code

([https://leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?sectionNum=53891.&lawCode=GOV](https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=53891.&lawCode=GOV)), this report is due within seven months after the close of each fiscal year and shall be in the form required by the Controller.). CPCFA will work with Contractor to provide all available accounting records and data necessary for the performance of the work described herein.

d. Standards and Requirements

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

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

**4. Term of Agreement**

The term of the agreement shall be for a three-year period with a not to exceed amount of \$96,000. At CPCFA's sole discretion, the term of the agreement may be extended for one additional year and additional amount not to exceed \$32,000. Rates shall remain the same throughout the term of the Agreement including the optional one-year extension, if any. The term of the agreement is expected to begin November 1, 2021, pending approval by CPCFA and the Department of the General Services ("DGS"), whichever is later. Work shall not commence until the effective date.

**B. MINIMUM QUALIFICATIONS FOR PROPOSERS**

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

- a. Firm must have an office established in the State of California.
- b. Firm must be licensed to do business in the State of California.



- c. Firm must be a professional certified public accounting firm, not in public employment, in business for at least three (3) years.
- d. Firm must have conducted, within the last five (5) years, at least three (3) audits of State of California governmental agencies, preferably agencies engaged in bond financing. The firm must have experience in State of California accounting and related processes.
- e. Firm must have sufficient staff to provide auditing services to CPCFA to meet the tight deadlines outlined in Scope of Services (Section A, Item 2).

Failure to meet the minimum qualifications shall cause your proposal to be considered nonresponsive and the proposal shall be rejected.

## C. PROPOSAL REQUIREMENTS AND INFORMATION

### 1. Key Action Dates

All proposers are advised of the following schedule and shall be expected to adhere to the required dates and times. **Note:** Dates may be subject to change due to administrative processing.

Date	Action
August 11, 2021	RFP available to prospective firms
August 18, 2021	Written questions must be received by CPCFA by <b>5:00 p.m. (PT)</b>
August 25, 2021	Answers to written questions distributed and posted on CPCFA's website
September 10, 2021	<u>Proposals are due</u> and must be received by CPCFA by mail at 915 Capitol, Sacramento, CA 95814 or hand delivered to 801 Capitol Mall, 2nd Floor, Sacramento, CA 95814 by <b>4:00 p.m. (PT)</b>
September 13-24, 2021	Evaluation and selection of contractor by evaluation committee.
September 24, 2021	Post Notice to Intend to Award
November 1, 2021	Proposed Award Date

### 2. Firm Experience, Personnel, and References

This section is intended for the firm to demonstrate its qualifications. The firm's response in the proposal to this section shall be used in the evaluation process (Section C, Item 5). The proposals shall be organized in the format shown below and contain all of the information listed or requested below.

CPCFA expects to have a close working relationship with the firm as evidenced by the Scope of Services (Section A, Item 2) 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 background in both accounting and auditing of conduit financing, including the issuance of conduit revenue bonds. In addition, CPCFA expects that the firm shall comply with current accounting and auditing standards and financing trends and shall maintain appropriate expertise at the firm's own expense.

- i. Qualifications and Experience of Accounting/Auditing Firm – Discuss the overall experience of your firm that demonstrates the firm's ability to successfully complete the Scope of Services (Section A, Item 2). Experience should include recent services provided to other conduit issuers of tax-exempt bonds, as well as services provided directly to such borrowers. Provide a detailed list of accounting/auditing services by client or transaction for the past three years as an attachment. Indicate if the accounting/auditing service provided was transaction specific or for a contracted period.
- ii. Qualifications and Experience of Personnel – Identify the personnel who will be providing the services required in this RFP, if your firm is awarded the contract, including years and type of experience for each person.

Experience should include number of years at current firm as well as all prior service. Experience in financing should be detailed. The lead person in charge of the CPCFA account must have at least five (5) years of experience in public accounting and audits of State governmental agencies.

The firm must ensure that the quality and availability of its personnel assigned to this agreement will be maintained over the term of the agreement. Any changes in assigned personnel are at the discretion of the firm, subject to CPCFA's approval, and provided that any replacements have substantially the same as or better qualifications and experience than the original personnel. Include staff of subcontractors (if any).

Detailed resumes must be provided for each personnel in response to Attachment 16.

- iii. References – Submit a list of at least three (3) references (clients) that the firm has provided similar accounting/auditing services within the past five (5) years (Attachment 3).

### **3. Cost Detail Format and Requirements**

Use Attachment 7 (Sample Cost Proposal Work Sheet) to complete your cost proposal.

In preparing your cost proposal, include the total annual cost. Rates shall remain the same throughout the term of the agreement including the optional one-year extension, if any. CPCFA expects the total cost for the Scope of Services not to exceed \$96,000 for a three-year agreement. Historically, the services outlined in the

Scope of Services in Section A of the RFP have taken approximately 270 hours annually to complete. The cost proposal shall follow the template outlined in Attachment 7 – Sample Cost Proposal Work Sheet. The cost proposal shall identify and include an hourly rate for each level of staff who shall be assigned to work on the services outlined in this RFP; subcontractor(s) cost (itemized); travel; equipment and supplies (itemized); other direct costs; and indirect costs (overhead and fringe benefits).

Proposals submitted with a cost proposal that fails to meet any of the specified requirements outlined in this section or in a form other than as provided for in Attachment 7, shall be considered nonresponsive and rejected.

The following formula shall be used for the award of points in this section.

Lowest cost proposal, based on the **Total Annual Cost** from Attachment 7, is awarded the maximum cost points. Other proposals are awarded cost points based on the following calculation:

$$(\text{Lowest Bidder's cost} / \text{Other Bidder's cost}) = (\text{factor})$$

$$\text{Cost points for other Bidder} = (\text{factor}) \times \text{maximum cost points}$$

EXAMPLE: A maximum of 30 points is available.

$$\text{Lowest Bidder's Cost Proposal} = \$28,800$$

$$\text{Other Bidder's Cost Proposal} = \$32,000$$

$$(\text{Lowest cost proposal} / \text{Other cost proposal}) = \$28,800 / \$32,000 = 0.90$$

$$\text{Cost points awarded to other proposal} = 0.90 \times 30 \text{ maximum points} = 27 \text{ points}$$

Tiebreaker – In the event two (2) or more responsive and responsible proposers earn the highest score, the contract shall be awarded to the responsive and responsible firm earning the higher score in Experience as a Financial Auditor to Any State or Governmental Issuer of Tax-exempt Bonds. If the scores for Experience as a Financial Auditor to Any State or Governmental Issuer of Tax-exempt Bonds are the same, the contract shall be awarded to the responsive and responsible proposer earning the higher score for Qualification and Duties of Professional Personnel/Resumes. If the scores for Qualification and Duties of Professional Personnel/Resumes are the same, the contract shall be awarded to the responsive and responsible proposer earning the higher score for Cost.

#### 4. Submission of Proposal

- a. Proposals should provide straightforward and concise descriptions of the 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. The proposal package should be prepared in the least expensive method.
- c. All proposals must be submitted under sealed cover and sent to CPCFA by the dates and times shown in Key Action Dates (Section C, Item 1). Proposals received after this date and time shall not be considered.
- d. A minimum of one (1) unbound original and six (6) copies of the proposal must be submitted.**
- e. 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 firm. All additional proposal sets may contain photocopies of the original package.
- f. The proposal envelopes must be plainly marked with the RFP number and title, the firm name and address, and "DO NOT OPEN" as shown in the following example:

CPCFA Request for Proposals – "Financial Audit Services"

RFP No. CPCFA01-21

Firm Name  
Firm Address

DO NOT OPEN

If the proposal is made under a fictitious name or business title, the actual legal name of firm must be provided. Proposals not submitted under sealed cover and marked as indicated may be rejected.

- g. All proposals shall include the documents identified in the Required Attachments Check List (Section E, item 1). Proposals not including the proper "required attachments" shall be deemed nonresponsive. A nonresponsive proposal is one that does not meet the basic proposal requirements.
- h. Mail or hand deliver proposals to the following address:

By Mail

Attn: Nicholas Montalvo  
California Pollution Control Financing Authority  
915 Capitol Mall  
Sacramento, CA 95814

OR

By Hand Delivery

Attn: Nicholas Montalvo  
California Pollution Control Financing Authority  
801 Capitol Mall, 2nd Floor  
Sacramento, CA 95814

- i. Proposals must be submitted for the performance of all the services described herein. Any deviation from the work specifications shall not be considered and shall 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. CPCFA may reject any or all proposals and may waive any immaterial deviation in a proposal. CPCFA's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the proposer from full compliance with all requirements if awarded the agreement.
- k. Costs for developing proposals and in anticipation of the award of the agreement are entirely the responsibility of the proposer and shall not be charged to CPCFA or the State of California.
- l. An individual who is authorized to bind the proposing firm contractually shall sign 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 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 (Section C, Item 1). The submission of a new proposal must comply with requirements of this section. Proposal modifications offered in any other manner, oral or written, shall not be considered.
- n. A firm may withdraw its proposal by submitting a written withdrawal request to CPCFA, signed by the proposer or an authorized agent in accordance with "h" above. A firm may thereafter submit a new proposal prior to the proposal submission deadline. Proposals may not be withdrawn without cause subsequent to the proposal submission deadline.
- o. CPCFA may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum to all parties who received a proposal package.

- p. CPCFA reserves the right to reject all proposals. CPCFA is not required to award an agreement.
- q. Before submitting a response to this solicitation, firms should review, correct all errors, and confirm compliance with the RFP requirements.
- r. Where applicable, the firm should carefully examine work sites and specifications. No additions or increases to the agreement amount shall 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 shall not be considered.
- t. **CPCFA shall not accept alternate contract language from the firm. A proposal with alternative language will be considered a counter proposal and shall be rejected. The General Terms and Conditions (GTC) are not negotiable.**
- u. An oral understanding or agreement shall not be binding on either party.
- v. Conflict of Interest: the bidder/Audit firm needs to be aware of the provisions regarding current or former state employees. If an Audit firm has any questions on the status of any person rendering services or involved with the Agreement, CPCFA must be contacted immediately for clarification (See Attachment 5, Contractor's Certification Clauses (CCC-04/2017)).

## 5. Evaluation Process

- a. 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. The absence of required information shall cause a proposal to be deemed nonresponsive and may result in the proposal's disqualification.
- b. Proposals that contain false or misleading statements, or that provide references that do not support an attribute or condition claimed by the proposer, may be rejected.
- c. Award, if made, shall be to the responsible firm with the responsive proposal earning the highest score.
- d. Responsive proposals shall be reviewed and scored by an evaluation committee according to the rating/scoring criteria indicated below.

The following point scale shall be used to score the responses to each scored category except with regard to costs:

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% - Bidder does not demonstrate ability

## **6. Award and Protest**

- a. Notice of the proposed award shall be posted in a public place in the office of CPCFA, 915 Capitol Mall, Sacramento, CA 95814, and on the following Internet site: <http://www.treasurer.ca.gov/cpcfa/index.asp> for five (5) working days prior to awarding the agreement.
- b. If any proposer, prior to the award of the agreement, files a protest with CPCFA and DGS, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605, on the grounds provided under Public Contract Code section 10345(b), the agreement shall not be awarded until either the protest has been withdrawn or DGS 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 DGS, Office of Legal Services, and CPCFA a full and complete written statement specifying the grounds for the protest.
- d. Upon the award of the agreement and annually thereafter throughout the term of the agreement, the selected firm shall be required to comply with the Political Reform Act of 1974 (Title 9 (commencing with Section 81000) of the Government Code) and file a Statement of Economic Interests (Form 700, Fair Political Practices Commission). This form shall be provided to the awarded firm upon the award of the agreement and must be returned to CPCFA upon the execution of the contract.

## **7. Disposition of Proposals**

- a. Upon proposal opening, all documents submitted in response to this RFP shall become the property of CPCFA and the State of California, and shall be regarded as public records under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code) and subject to review by the public.
- b. Proposal packages may be returned only at the firm's expense, unless that expense is waived by CPCFA.

## 8. Agreement Execution and Performance

- a. Performance shall start on the express date set by CPCFA and the selected firm, after all approvals have been obtained and the agreement is fully executed. Should the firm fail to commence work at the agreed upon time, CPCFA, upon five days written notice to the firm, reserves the right to terminate the agreement. In addition, the firm shall be liable to CPCFA for the difference between the firm's proposal price and the actual cost of performing work by another contractor.
- b. All performance under the agreement shall be completed on or before the termination date of the agreement.

## D. PREFERENCE PROGRAMS

1. Small Business 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>. (If there are any inconsistencies herein with the applicable statutes, regulations, and State Contracting Manual, the statutes, regulations, and State Contracting Manual shall supersede.)

A five percent (5%) preference shall be applied to certified small businesses submitting proposals for this RFP. To obtain the preference, the proposer must either be certified as a small business and submit a copy of their certification approval letter from DGS / Office of Small Business and DVBE Services (OSDS) or submit a complete application for certification to DGS / OSDS by 5:00 p.m. PT on the proposal due date. However, the proposed-winning proposer must be a certified small business at the time of the contract award. The 5% preference is used only for computation purposes to determine the winning proposer and does not alter the amounts of the resulting contract.

Once each proposal has been scored, if the highest scored proposal is from a non-certified small business, then 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 OSDS at (916) 375-4940 or can be found online at <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>.

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%) 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 must include a list of the small business(es) that the proposer 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 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.

Proposers claiming the 5% preference must commit to subcontract for 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. PT on the proposal due date. Questions regarding certification should be directed to the OSDS at (916) 375- 4940 or can be found online at <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>.

The preference to a non-small business firm that commits to California certified small business subcontractor participation of 25% of its net proposal price shall be 5% of the highest scoring proposal. A non-small business that qualifies for this preference may not take an award away from a certified small business.

3. Target Area Contract Preference Act (“TACPA”)-  
<https://tacpa.dgs.ca.gov/Home/About>

(If there are any inconsistencies herein with the applicable statutes, regulations, and State Contracting Manual, the statutes, regulations, and State Contracting Manual shall supersede.)

The TACPA preference shall be granted for this procurement. 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>

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

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

4. California Disabled Veteran Business Enterprise ("DVBE") Participation

This RFP includes a 3% minimum DVBE participation requirement and DVBE incentive. See Attachment 14.

**E. REQUIRED ATTACHMENTS**

**1. Required Attachments Check List (Attachment 1)**

For the proposal to be considered responsive, all required attachments listed on **Attachment 1** must be included in the proposal and received by CPCFA by the date and time shown in Proposal Requirements and Information, Key Action Dates (Section C, Item 1).

**ATTACHMENT 1**

**REQUIRED ATTACHMENT CHECKLIST**

A complete proposal shall contain 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 also be returned with your proposal package.

**REQUIRED ATTACHMENTS**

<u>Attachment</u>		<u>Attachment Name/Description</u>
Attachment	1	Required Attachment Check List
Attachment	2	Proposal/Proposer Certification Sheet
Attachment	3	Proposer References
Attachment	4	Payee Data Record (STD 204)
Attachment	5	Contractor Certification Clauses (CCC-04/2017)
Attachment	6	Minimum Qualifications Certification
Attachment	7	Sample Cost Proposal Worksheet
Attachment	8	Darfur Contracting Act Certification
Attachment	9	California Civil Rights Laws Certification
Attachment	10	Bidder Declaration (GSPD-05-105)
Attachment	11	Small Business or Microbusiness Preferences*
Attachment	12	Non-Small Business Preference*
Attachment	13	Target Area Contract Preference Act (“TACPA”)*
Attachment	14	DVBE Participation/Incentive
Attachment	15	Evidence of Qualification to Do Business in the State of California
Attachment	16	Key Personnel and Resumes

\* If applicable

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

### Completion Instructions for Proposal/Proposer Certification Sheet

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

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

**ATTACHMENT 3**

**PROPOSER REFERENCES**

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

List below three references for services performed within the last five (5) years, that are similar to the scope of work to be performed in this contract.

<b>REFERENCE 1</b>			
Name of Firm			
Street Address			
City	State	Zip	
Contact Person	Telephone No.		
Dates of Service	Value or Cost of Service		
Brief Description of Service Provided			
<b>REFERENCE 2</b>			
Name of Firm			
Street Address			
City	State	Zip	
Contact Person	Telephone No.		
Dates of Service	Value or Cost of Service		
Brief Description of Service Provided			
<b>REFERENCE 3</b>			
Name of Firm			
Street Address			
City	State	Zip	
Contact Person	Telephone No.		
Dates of Service	Value or Cost of Service		
Brief Description of Service Provided			

**ATTACHMENT 4**

**PAYEE DATA RECORD – STD 204**

Payee Data Record form can be found at the link below.

<http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>

**ATTACHMENT 5**

**CONTRACTOR CERTIFICATION CLAUSES (CCC-04/2017)**

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

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

**CONTRACTOR CERTIFICATION CLAUSES**

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

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1990 and shall 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 shall:

- 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, that 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 shall comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

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

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

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

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](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 what the officer or employee receives compensation or has a financial interest and that 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 the employee left state employment, no former state officer or employee may enter into a contract in which they 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 the employee left state employment, no former state officer or employee may enter into a contract with any state agency if they were 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 their 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 shall 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 shall 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 shall 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 6**

**MINIMUM QUALIFICATIONS CERTIFICATION**

The firm certifies that it fulfills the minimum qualification outlined in Section B of Request for Proposals No. CPCFA01-21 (the "RFP"). By signing this certification, the firm also agrees to notify the California Pollution Control Financing Authority ("CPCFA") immediately upon its failure to continue to meet the minimum qualifications, if selected as contractor for CPCFA.

On behalf of \_\_\_\_\_, I certify that said firm  
(Firm Name)  
complies with the Minimum Qualifications set forth in Section B of the RFP.

\_\_\_\_\_  
(Authorized Signature of Firm)

\_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Title)

**ATTACHMENT 7**

**SAMPLE COST PROPOSAL WORKSHEET**

DIRECT LABOR (Job description as applicable)	Hours	Rate Per Hour	Cost
Program Manager/Lead Personnel	_____ @	\$ _____	\$ _____
Manager	_____ @	\$ _____	\$ _____
Senior Associates	_____ @	\$ _____	\$ _____
Staff Associate	_____ @	\$ _____	\$ _____
Administrative Support (Job description)	_____ @	\$ _____	\$ _____
<b>TOTAL DIRECT LABOR</b>			\$ _____
<b>SUBCONTRACTOR(S) COST ITEMIZED</b>			\$ _____
<b>INDIRECT COSTS (OVERHEAD AND FRINGE BENEFITS)</b>			
Overhead Rate (_____%)			\$ _____
Fringe Benefits (_____%)			\$ _____
<b>DIRECT COSTS (EXCEPT LABOR)</b>			
Travel Costs (Mileage, Parking)			\$ _____
Equipment and Supplies (Itemized)			\$ _____
Other Direct Costs (Itemized)			\$ _____
<b><u>TOTAL PROPOSED ANNUAL COST</u></b> <b>(Cost portion of the evaluation shall be scored based on this <u>total proposed annual cost</u>)</b>			\$ _____

Rates shall remain the same throughout the term of the Agreement including the optional one-year extension, if any.

Travel cost shall be paid based on the rates of the California Department of Human Resources ("CalHR") for comparable classes and no travel outside the State of California shall be reimbursed unless prior written authorization is obtained from CPCFA.

Be aware that CPCFA's budgeted amount for the three-year contract term is no more than \$96,000.

**ATTACHMENT 8**

**DARFUR CONTRACTING ACT CERTIFICATION**

Pursuant to Public Contract Code section 10478, if a bidder or 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 bid or 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  
      Initials       three years, 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 bid or proposal  
                      pursuant to Public Contract Code section 10477(b). A copy of the  
                      written permission from DGS is included with our bid or 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 as defined  
      below               in Public Contract Code section 10476.

**CERTIFICATION for # 3.**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 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 bidder or proposer executes or renews a contract over \$100,000 on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

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

**CERTIFICATION**

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.  <i>Proposer/Bidder Firm Name (Printed)</i>	<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	
<i>Date Executed</i>	<i>Executed in the County and State of</i>

**ATTACHMENT 10**  
**BIDDER DECLARATION**

Bidders Declaration form can be found at the below link:

<https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-106.pdf>



**ATTACHMENTS 11, 12, and 13**

**PREFERENCE PROGRAMS (IF APPLICABLE)**

Attach proof in claiming Small Business or Microbusiness Preference, Non-Small Business Preference, or TACPA, 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>

*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>

*Target Area Contract Preference Act ("TACPA")*

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

**ATTACHMENT 14**

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

**DVBE PARTICIPATION REQUIREMENT.** The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts is established in Public Contract Code (PCC) section 10115 et seq., Military and Veterans Code (MVC) section 999 et seq., and California Code of Regulations (CCR), title 2, section 1896.60 et seq. **This solicitation includes a 3% minimum DVBE participation requirement.**

**DVBE INCENTIVE.** The State shall apply a DVBE incentive for responsive bids or proposals (herein “bid” or “bids”) from responsible bidders that propose DVBE participation exceeding the 3% minimum DVBE participation requirement (3.1% or greater). The DVBE incentive shall vary in relation to the percentage of confirmed DVBE participation. The following percentages shall apply.

<b>Confirmed DVBE Participation of</b>	<b>DVBE Incentive</b>
5% and above	5%
4% to 4.99% inclusive	4%
3.1% to 3.99% inclusive	3%

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

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

Bidders who have been certified by California as a DVBE (or who are bidding rental equipment and have obtained the participation of subcontractors certified by California as a DVBE) must also submit a completed form **STD. 843 (Disabled Veteran Business Enterprise Declaration)**. All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign the form(s). Should the form not be included with the solicitation, contact the State contracting official or obtain a copy at the following website: [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 bid response.

**DVBE PARTICIPATION COMMITMENT. Bidders must submit a completed Bidder Declaration, GSPD-05-105, that demonstrates compliance with the DVBE**

**Participation Goal Program, including the minimum DVBE participation requirement and if applicable, qualification for a DVBE incentive.**

DVBE participation information submitted by the intended awardee shall 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 to comply with the DVBE Participation Goal Program, including the minimum DVBE participation requirement and any DVBE incentive. Please see MVC section 999(b) and CCR, title 2, section 1896.62(f) regarding the performance of a commercially useful function. Bidders are to verify each DVBE subcontractor's certification with OSDS to ensure DVBE eligibility. Bidders cannot demonstrate compliance by performing a good faith effort.

At the State's option prior to contract award, written confirmation from each DVBE subcontractor identified on the Bidder Declaration, GSPD-05-105, must be provided. As directed by the State, the written confirmation must be signed by the bidder and/or the DVBE subcontractor(s). The written confirmation shall include such information as may be requested by the State, such as DVBE scope of work, work to be performed by the DVBE, term of intended subcontract with the DVBE, anticipated dates the DVBE shall perform required work, rate and conditions of payment, and total amount to be paid to the DVBE. The State may obtain any additional documentation or information to verify compliance.

RESOURCES AND INFORMATION\*

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<b>U.S. Small Business Administration:</b>  System for Award Management (SAM) <a href="https://www.sam.gov/SAM/pages/public/index.jsf">https://www.sam.gov/SAM/pages/public/index.jsf</a>	<b>FOR:</b> Service-Disabled Veteran-Owned Businesses in California
<b>Local Organizations:</b>  DVBE local contacts <a href="https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx">https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx</a>	<b>FOR:</b> List of Potential DVBE Subcontractors
<b>Department of General Services, Procurement Division (DGS-PD) eProcurement:</b>  Website: <a href="https://caleprocure.ca.gov/pages/index.aspx">https://caleprocure.ca.gov/pages/index.aspx</a> Phone: (916) 375-2000 Email: <a href="mailto:eprocure@dgs.ca.gov">eprocure@dgs.ca.gov</a>	<b>FOR:</b> <ul style="list-style-type: none"><li>• SB/DVBE Search</li><li>• CSCR Advertisements</li><li>• Training Modules</li></ul>
<b>DGS-PD Office of Small Business and DVBE Services (OSDS):</b>  707 Third Street, Room 1-400, West Sacramento, CA 95605 Website: <a href="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">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> OSDS Receptionist: (916) 375-4940 PD Receptionist: (800) 559-5529 Fax: (916) 375-4950 Email: <a href="mailto:OSDSHelp@dgs.ca.gov">OSDSHelp@dgs.ca.gov</a>	<b>FOR:</b> <ul style="list-style-type: none"><li>• Directory of OSDS Certified DVBEs</li><li>• Certification Applications</li><li>• Certification Information</li><li>• Certification Status, Concerns</li><li>• General DVBE Program Information</li><li>• DVBE Business Utilization Plan</li><li>• SB/DVBE Advocates</li><li>• Lists of Trade and Focus Publications</li></ul>

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**Commercially Useful Function Definition**

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

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

**ATTACHMENT 15**

**EVIDENCE OF QUALIFICATION TO DO BUSINESS IN THE STATE OF CALIFORNIA**

Proposer and any subcontractor identified in the proposal must be qualified to do business in the State of California. Proposer must submit evidence demonstrating compliance with this requirement with its proposal. Include a copy of the proposer's evidence of qualification as Attachment 15.

**ATTACHMENT 16**

**Key Personnel and Resumes**

Identify key personnel (include partners, associates, etc.) who will be directly involved in providing the services. Please attach resumes for each identified key personnel.

Name of Company:	
Name:	Percent of Effort:
Title:	Office Location:
Phone Number:	Email:
Role:	
How Long in Current Position?	How Long Employed in Current Company?
Experience:	

Name of Company:	
Name:	Percent of Effort:
Title:	Office Location:
Phone Number:	Email:
Role:	
How Long in Current Position?	How Long Employed in Current Company?
Experience:	

Include additional pages as needed

**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 Pollution Control Financing Authority ("CPCFA," the "Authority," or the "State")

CONTRACTOR NAME

To Be Determined

2. The term of this Agreement is:

START DATE

November 1, 2021 (or upon approval by the Department of General Services, whichever is later)

THROUGH END DATE

June 30, 2024 (plus one optional one-year extension)

3. The maximum amount of this Agreement is:

\$96,000.00 (ninety-six thousand dollars and zero cents)

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Services	4
Exhibit A.1	Resumes of Key Personnel	
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit B.1	Cost Proposal	1
Exhibit C*	General Terms and Conditions (GTC 04/2017)	1
Exhibit D	Special Terms and Conditions	10
Exhibit E	Additional Provisions	1
Attachment A	Summary of Bonds Sold in Fiscal Year 2018/2019 and Fiscal Year 2019/2020	1
	RFP and Contractor's response are incorporated by reference and made part of this agreement.	

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

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

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

**CONTRACTOR**

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

To Be Determined

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

**STANDARD AGREEMENT**

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

**SAMPLE**

PURCHASING AUTHORITY NUMBER (If Applicable)

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

California Pollution Control Financing Authority

CONTRACTING AGENCY ADDRESS

915 Capitol Mall

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Janae R. Davis

TITLE

Deputy Executive Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)



**EXHIBIT A  
(Standard Agreement)**

**SCOPE OF SERVICES**

**1. Scope of Services**

Under the general direction, in writing, of the Executive Director of CPCFA, or their designee, the Auditor agrees to provide audit and examination services as described herein. Pursuant to Chapter 10.7 (commencing with Section 5870) of Division 6 of Title 1 of the Government Code, the audits must comply with the Office of the State Controller's ("SCO") minimum standards for conducting audits (the Minimum Audit Requirements and Reporting Guidelines for California Special Districts are set forth in Subchapter 5 (commencing with Section 1131.1) of Chapter 2 of Division 2 of Title 2 of the California Code of Regulations). In addition, the Contractor will be expected to complete SCO's Special Districts Financial Transactions Report on behalf of CPCFA (reporting forms and instructions are available at [https://www.sco.ca.gov/ard\\_locinstr\\_districts\\_forms.html](https://www.sco.ca.gov/ard_locinstr_districts_forms.html)). SCO's audit and reporting requirements may be subject to change. As a result, the Contractor must be prepared to incorporate any additional legal or industry requirements for the performance of audits as may be disseminated by the SCO subsequent to the initial circulation of the Request for Proposal (RFP No. CPCFA01-21). In addition, the firm may be requested to provide other assistance, on an as-needed basis, to support confirmation and reporting requirements for the Program.

a. Audit and Examination

The Contractor shall perform an audit and examination of the financial statements of the California Pollution Control Financing Authority's ("CPCFA") bond financing accounts and records as required by law and include the following:

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

**EXHIBIT A  
(Standard Agreement)**

time period covered by the audit. Attached is a summary of CPCFA's applicants and borrowers for fiscal years **2018/2019** and **2019/2020**, that can be used as an indicator of the type and quantity of activity for future years (see Attachment D).

b. Audit Report and Findings

- i. The report shall be prepared in the format as outlined in the Minimum Audit Requirements and Reporting Guidelines of the SCO.
- ii. The report shall include a statement of the scope of the audit and examination for each Bond Program Fund; the period covered by the audit and examination; and a list of the financial statements included in the report.
- iii. The report and findings shall include a statement of material audit findings and recommendations regarding the financial statements, internal control and accounting systems, and legality of actions for each Bond Program Fund.
- iv. Audited financial statements in the report shall include a "Statement of Operations," "Statement of Assets and Liabilities" (Balance Sheet) and a "Statement of Cash Flows" for each Bond Program Fund.
- v. The audit report shall include any other material information required by CPCFA, the SCO, or the Government Code.
- vi. One audit report shall be for fiscal year **2020/2021**. A second audit report shall be for fiscal year **2021/2022**. A third audit report shall be for fiscal year **2022/2023**. If the contract is extended by CPCFA, a fourth audit report shall be for fiscal year **2023/2024**.
- vii. Contractor shall review each proposed report with CPCFA staff prior to finalizing and reporting results of the audit to the SCO.
- viii. The audit must meet the reporting timeframe requirements of the SCO. Currently, it is anticipated that each audit should be conducted and completed by December 30<sup>th</sup> of the following fiscal year. The audit submittal timeframe is subject to change upon further instruction from SCO.
- ix. One original and twenty (20) copies of each report shall be prepared with the provision for additional copies upon request; and an electronic version shall also be provided in PDF format.

**EXHIBIT A  
(Standard Agreement)**

- x. In all respects, represent the best interests of CPCFA and the State of California in all transactions and proceedings.

CPCFA shall obtain all available accounting records and data necessary for the Contractor's performance of the work described herein, and CPCFA shall provide office workspace and furnishings if needed, adjacent to its offices at 801 Capitol Mall, 2nd Floor, Sacramento, California 95814. All other equipment or materials are to be provided by the Contractor.

Contractor shall be responsive to CPCFA staff regarding the status of the audit including promptly responding to emails and telephone calls. The Contractor shall keep CPCFA staff apprised of information needed and outstanding issues. The Contractor shall meet deadlines set by CPCFA staff.

- c. Special Districts Financial Transaction Report

The Special Districts Financial Transactions Report must be prepared exactly in the same format as the SCO's Special Districts Financial Transactions Report ([https://www.sco.ca.gov/ard\\_locinstr\\_districts\\_forms.html](https://www.sco.ca.gov/ard_locinstr_districts_forms.html)). Contractor must complete this report on CPCFA's behalf each year at least one week before the due date (Per Section 53891 of the Government Code ([https://leginfo.legislature.ca.gov/faces/codes\\_displaySection.xhtml?sectionNum=53891.&lawCode=GOV](https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=53891.&lawCode=GOV)), this report is due within seven months after the close of each fiscal year and shall be in the form required by the Controller.). CPCFA will work with Contractor to provide all available accounting records and data necessary for the performance of the work described herein.

- d. Standards and Requirements

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

- i. Confirm assets held by CPCFA for each Bond Program fund.

**EXHIBIT A  
(Standard Agreement)**

- ii. Verify the bonds outstanding for the Bond Program.
- iii. Treat all information in a confidential manner with all recommendations to be stated only in the audit reports provided to CPCFA for appropriate release by CPCFA as required by law.
- iv. Upon release by CPCFA, report results of the audit, and complete and file necessary forms, including requirements for conduit issuers to the SCO.

**2. Term of Agreement**

The term of the agreement shall be for a three-year period with a not to exceed amount of \$96,000. At CPCFA's sole discretion, the term of the agreement may be extended for one additional year and additional amount not to exceed \$32,000. Rates shall remain the same throughout the term of the Agreement including the optional one-year extension, if any. The term of the agreement is expected to begin November 1, 2021, pending approval by CPCFA and the Department of the General Services ("DGS"), whichever is later. Work shall not commence until the effective date.

**3. Project Representatives**

The project representatives during the term of this Agreement shall be:

State Agency: California Pollution Control Financing Authority (CPCFA)	Contractor: To Be Determined
Name: TBD	Name:
Office 801 Capitol Mall, 2 <sup>nd</sup> floor Location: Sacramento, California 95814 Mailing 915 Capitol Mall Address: Sacramento, CA 95814	Address:
Phone (916) 654-5610	Phone:
Fax: (916) 589-2805	Fax:
Email: TBD	Email:

**EXHIBIT A  
(Standard Agreement)**

Direct all inquiries to:

State Agency: California Pollution Control Financing Authority (CPCFA)	Contractor: To Be Determined
Attention Deanna Hamelin, SSM I	Attention:
Office 801 Capitol Mall, 2 <sup>nd</sup> floor Location: Sacramento, California 95814 Mailing 915 Capitol Mall Address: Sacramento, CA 95814	Address:
Phone: (916) 657-4337	Phone:
Fax: (916) 589-2805	Fax:
Email: <a href="mailto:dhamelin@treasurer.ca.gov">dhamelin@treasurer.ca.gov</a>	Email:

**EXHIBIT A.1  
(Standard Agreement)**

**RESUMES OF KEY PERSONNEL**

SAMPLE

**EXHIBIT B  
(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor in arrears for actual expenditures incurred in accordance with the rates specified herein, that is attached hereto as Attachment B.1 and made a part of this Agreement.
- B. Invoices shall include Agreement Number CPCFA01-21 and shall be submitted not more frequently than monthly in arrears to:

Mailing Address: TBD  
California Pollution Control Financing Authority  
915 Capitol Mall  
Sacramento, California 94209

Office Location: TBD  
California Pollution Control Financing Authority  
801 Capitol Mall, 2<sup>nd</sup> Floor  
Sacramento, CA 95814

- C. Invoices must provide the specific time period (month, day, and year) covered by the invoice and a detailed description of each of the services provided during the time period including, at a minimum:
- i. For review of documents, a brief description of the document reviewed;
  - ii. 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;
  - iii. For travel (lodging, transportation, and per diem) expenses, a brief description of the purpose of travel;
  - iv. For direct costs such as equipment and supplies, a brief description of the purpose of the expense;
  - v. For telephone conversations, the name of the party with whom the Contractor spoke and a brief description of the subject matter discussed;
  - vi. For strategy conferences, the name of the parties participating in the strategy conference and a brief description of the subject matter discussed; and

**EXHIBIT B  
(Standard Agreement)**

vii. For research, a brief description of the issues researched.

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



**EXHIBIT B.1  
 (Standard Agreement)**

**COST PROPOSAL**

DIRECT LABOR (Job description as applicable)	Estimated Hours	Rate Per Hour	Cost
Program Manager/Lead Personnel	_____ @	\$ _____	\$ _____
Manager	_____ @	\$ _____	\$ _____
Senior Associates	_____ @	\$ _____	\$ _____
Staff Associate	_____ @	\$ _____	\$ _____
Administrative Support (Job description)	_____ @	\$ _____	\$ _____
<b>TOTAL DIRECT LABOR</b>			\$ _____
<b>SUBCONTRACTOR(S) COST ITEMIZED</b>			\$ _____
<b>INDIRECT COSTS (OVERHEAD AND FRINGE BENEFITS)</b>			
Overhead Rate (_____%)			\$ _____
Fringe Benefits (_____%)			\$ _____
<b>DIRECT COSTS (EXCEPT LABOR)</b>			
Travel Costs (Mileage, Parking)			\$ _____
Equipment and Supplies (Itemized)			\$ _____
Other Direct Costs (Itemized)			\$ _____
<b><u>TOTAL ANNUAL COST</u></b>			\$ _____

Rates shall remain the same throughout the term of the Agreement including the optional one-year extension, if any.

Travel cost will be paid based on the rates of the California Department of Human Resources ("CalHR") for comparable classes and no travel outside the State of California shall be reimbursed unless prior written authorization is obtained from CPCFA.

**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 shall be made for any taxes levied on employees' wages. The State shall 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.

**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 shall 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.

**EXHIBIT D  
(Standard Agreement)**

**5. Potential Subcontractors**

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

**6. Force Majeure**

Neither party to this Agreement shall be liable for damages resulting from delayed or defective performance when such delays arise out of causes beyond the control and without the fault or negligence of the offending 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 that are designated confidential by the State and become available to Contractor shall be protected by Contractor from unauthorized use and disclosure.

**EXHIBIT D  
(Standard Agreement)**

**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 that may be given hereunder shall be deemed given when delivered personally, or by mail three (3) days after the date of mailing, unless by express mail then upon the date of confirmed receipt, to the representatives named in Section 3 of Exhibit A.

Either party hereto may, from time to time by notice in writing served upon the other as aforesaid, designate a different mailing address or a different or additional person to whom 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.

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

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

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

**17. Insurance Requirements**

Contractor warrants that it carries adequate liability, worker's compensation and other necessary insurance and shall maintain such insurance at levels

**EXHIBIT D  
(Standard Agreement)**

acceptable to the State in full force and effect during the term of this Agreement. Contractor agrees to furnish satisfactory evidence of this insurance coverage to the State upon request.

**18. Subcontractors**

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

**EXHIBIT D  
(Standard Agreement)**

**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 that 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 shall:

- 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 whom Contractor may be bound, the violation 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.



**EXHIBIT D  
(Standard Agreement)**

**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 thirty (30) 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 shall be financially unable to continue performance under this Agreement, the State may terminate this Agreement and all further rights and obligations immediately.

**30. Completion**

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

**EXHIBIT D  
(Standard Agreement)**

**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"

**EXHIBIT D  
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companies that do business in the African nation of Sudan of that the Darfur region is a part, for the reasons described in Public Contract Code section 10475.

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

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

**35. Disabled Veteran Business Participation**

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

**EXHIBIT D  
(Standard Agreement)**

**36. Labor Neutrality Policy**

The CPCFA recognizes the value of labor organizing and encourages the entities with whom 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 shall 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 E  
(Standard Agreement)**

**ADDITIONAL PROVISIONS**

**1. 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 that 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 that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

**ATTACHMENT A  
(Standard Agreement)**

**SUMMARY OF BONDS SOLD IN FISCAL YEAR 2018/2019 AND FISCAL YEAR 2019/2020**

<b>CLOSING DATE</b>	<b>Bond Short Name</b>	<b>Project</b>	<b>Amount of Issue</b>	<b>Beg Int Rate</b>	<b>Type</b>
07/05/2018	METROPOLITAN RECYCLING, LLC 2018 (R)(N)	<b>SWD</b>	<b>\$14,615,000</b>	3.02	1MNLY
09/06/2018	RECOLOGY, INC. SERIES 2018	<b>SWD</b>	<b>\$100,000,000</b>	1.62	1WKLY
10/03/2018	ATLAS DISPOSAL INDUSTRIES, LLC SERIES 2018 (R)(N)	<b>SWD</b>	<b>\$9,470,000</b>	3.48	1MNLY
01/30/2019	RIALTO BIOENERGY FACILITY LLC SERIES 2019	<b>SWD</b>	<b>\$117,200,000</b>	7.50	1FX
02/20/2019	SDCWA DESALINATION PIPELINE SERIES 2019 (R)	<b>WF</b>	<b>\$183,155,000</b>	5.00	1FX
06/03/2019	ALAMEDA COUNTY INDUSTRIES, INC. 2019 (R)(N)	<b>SWD</b>	<b>\$54,075,000</b>	2.91	1MNLY
08/07/2019	CALPLANT I, LLC SERIES 2019	<b>SWD</b>	<b>\$73,685,000</b>	7.50	1FX
12/31/2019	NORTH FORK COMMUNITY POWER, LLC 2019A(TE)	<b>SWD</b>	<b>\$10,430,000</b>	8.50	1FX
12/31/2019	NORTH FORK COMMUNITY POWER, LLC 2019B(TX)	<b>SWD</b>	<b>\$4,690,000</b>	15.00	1FX
04/01/2020	GREENWASTE RECOVERY, INC. SERIES 2020 (R)	<b>SWD</b>	<b>\$71,655,000</b>	1.65	1MNLY
04/01/2020	ZANKER ROAD RESOURCE MGMT, LTD SERIES 2020 (R)	<b>SWD</b>	<b>\$52,755,000</b>	1.65	1MNLY
04/01/2020	ZERO WASTE ENERGY DEVELOPMENT CO LLC 2020 (R)	<b>SWD</b>	<b>\$17,875,000</b>	1.65	1MNLY
		<b>TOTAL:</b>	<b>\$709,605.00</b>		

(SWD) = Solid Waste Disposal  
(WF) = Water Furnishing Facilities