NOTICE OF FUNDING AVAILABILITY

August 1, 2018

The California Department of Community Services and Development (CSD) is releasing the Low-Income Weatherization Program's (LIWP) Community Solar Pilot Program Notice of Funding Availability (2018-NOFA-62). Related documents (the budget spreadsheet; link to the Benefit Calculator Tool; Program Guidelines etc.) can be found at:

http://www.csd.ca.gov/liwp

In addition to minor text edits, changes that have been made since the release of the draft solicitation documents include:

- Section 1, Part A: Minimum 250 kW array size requirement added here for clarity.
- Section 4, Part E, subsection (xii): New subsection added re Prevailing Wage Requirements.
- Section 6, Requirement 1: New section added to outline "Introduction and Compliance with Project Design Criteria" proposal requirement.
- Section 6, Requirement 3, subsection (ii): Contract disclosure provisions have been expanded.
- Section 6, Requirement 3, subsection (iii): Energy cost benefits proposal requirements have been expanded and standardized.
- Section 6, Requirement 3, subsection (v): "Draft" removed from references to Co-Benefits Assessment Methodologies.
- Section 6, Requirement 5: "Draft" removed from references to Community Solar Pilot Quantification Methodology and Benefits Calculator Tool.
- Section 8, Part A: Compliance check procedures expanded. Maximum points for several proposal scoring categories amended, including increased weight for Facility and Participant Location; Customer Enrollment and Service Plan; Community Engagement Plan; and Co-benefits.
- Attachment 13: Scoring adjustments made to reflect amendments to points for several proposal scoring categories (see above).

All written questions on this NOFA and Requests for Requirements Change to the NOFA should be directed to Tina Schaffer of CSD and submitted in writing via email to Tina.Schaffer@csd.ca.gov by 5:00 p.m. Pacific Standard Time (PST) on August 31, 2018.

Thank you for your interest in the solicitation for the LIWP **Community Solar Pilot Program.**

NOTICE OF FUNDING AVAILABILITY

2018 – NOFA – 62

Fiscal Year 2017-18 Appropriation:

Community Solar Pilot Program

State of California
Department of Community Services and Development
2389 Gateway Oaks Drive, Suite 100
Sacramento, California 95833-4246

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1. INTRODUCTION

The Department of Community Services and Development (CSD) is a State of California Department under the California Health and Human Services Agency (CHHS). The mission of CSD is to reduce poverty for Californians by leading the development and coordination of effective and innovative programs.

The Community Solar Pilot Program is a new program administered by CSD to provide solar energy benefits to low-income households. With program oversight and direction provided by the California Air Resources Board (CARB), CSD will provide up to $5 million in funding for two or more community solar projects for the purposes of making the benefits of solar energy more available to eligible low-income households, lowering residents' energy bills, and providing co-benefits to communities, including economic and workforce development.

Through a response to this Notice of Funding Availability (NOFA), successful Proposers' teams will demonstrate that they have a technical and financial solution as well as the personnel and organizational capacity to effectively execute the proposed project. While collaborative Proposals, which may include subcontracts, are acceptable and even encouraged to provide the relevant range of expertise and/or capacity, the Proposal must be submitted by the entity who will be awarded funds and enter a contract agreement with CSD, hereinafter called the "Proposer."

All agreements entered into with the State will include by reference General Terms and Conditions (GTC) (see **ATTACHMENT 14**) and Contract Certification Clauses (CCC-307) (see **ATTACHMENT 10**). Though the Contractor shall manage and coordinate all subcontractor activities, named subcontractors shall accomplish key activities as described in the proposal.

Proposers are encouraged to carefully read the entire NOFA. The need to verify all documentation and responses prior to the submission of Proposals cannot be overemphasized. Please note that no verbal, emailed or other information given will be binding upon the State unless such information is issued in writing as an official addendum to this NOFA. In the opinion of CSD, this NOFA is complete and without need of explanation.

A. CONTRACT TERM AND AVAILABLE FUNDING

CSD anticipates awarding up to $5 million total for two or more eligible projects with a minimum solar array size of 250 kW with no single award to exceed $3 million. It is anticipated this will allow testing of several prototype delivery models while still allowing the potential for some economy of scale to be realized. All Proposers should clearly state the amount of funding requested, not to exceed $3 million. CSD reserves the right to decrease or increase the funds available based on proposals submitted or other factors, and to negotiate with Proposers on amounts to be awarded based on funds available and benefits anticipated.

CSD anticipates executing contracts with awardees with a contract term of January 1, 2019 through June 2024, with project reimbursements through June 2021, when projects must be operational and delivering benefits. Reporting requirements will continue to apply during a subsequent contract reporting period with costs borne by awardees.

CSD also has a small amount of additional funding that may be made available to provide technical assistance to awardees to ensure they successfully proceed through project development milestones. These funds could be awarded to multiple awardees in addition to and in proportion to the $5 million awarded. Anticipated assistance, with needs and requirements to be identified in contract negotiations, may include the following:

- Liaison with Electric Load-Serving Entity to arrange grid interconnection
- Liaison with utility on billing arrangement
- Execution of power purchase agreement
- Development of local workforce development plans
- Development of participant information and disclosure information
- Execution of community engagement plan
- Data analysis or systems

B. KEY ACTIVITIES AND DATES

Key activities including dates and times for this NOFA are presented below.

Activity	Date
Final NOFA documents and Program Guidelines released	August 1, 2018
Optional Bidders' conference	August 16, 2018
Optional Intent to Bid Submission	August 31, 2018
Deadline to submit written questions	August 31, 2018
Deadline to submit Request for Requirements Change	August 31, 2018
Questions and answers posted	September 17, 2018
Deadline to submit Final Proposal	October 2, 2018
CSD Notice of Intent to Award posted	October 31, 2018
Contract Start Date	January 1, 2019
End of Contractor Reimbursement Period	June 2021
End of Contractor Reporting Period	June 2024

Key dates are subject to change as necessary.

i. OPTIONAL BIDDERS' CONFERENCE

An Optional Bidders' Conference webinar is scheduled for August 16, 2018 from 9 a.m. to 12 p.m. Pacific Standard Time (PST). Registration details for the Bidders' Conference webinar will be posted on CSD's website at http://www.csd.ca.gov/liwp

ii. OPTIONAL INTENT TO BID SUBMISSION

Bidders are encouraged to submit an Optional Intent to Bid to CSD by 5:00 PM Pacific Standard Time on August 31, 2018. Optional Intents to Bid can be submitted by email to Tina Schaffer at Tina.Schaffer@csd.ca.gov and should include the name of the organization. An Intent to Bid template can be found in Attachment 9.

iii. QUESTIONS AND REQUEST FOR REQUIREMENTS CHANGE

Written questions on this NOFA and Requests for Requirements Change to the NOFA must be directed to Tina Schaffer and submitted in writing via email to Tina.Schaffer@csd.ca.gov by 5:00 p.m. Pacific Standard Time (PST) on August 31, 2018. At its discretion, CSD reserves the right to contact the submitter to seek clarification. If a potential Proposer fails to report a known or suspected problem with this NOFA, or fails to seek clarification and/or correction of the NOFA, the potential Proposer submits a Proposal at his/her own risk.

The solicitation includes a number of requirements for submittal, including format, qualifications, technical requirements, key action dates and other content. Proposers may request changes to the solicitation within the timeframe referenced above, if they believe they are inappropriate or unduly limits competition. Requests shall be evaluated on a case-by-case basis to determine the best interest of the state.

All questions will be answered in writing and posted on CSD's website at http://www.csd.ca.gov/liwp. Any material changes to the NOFA will be made in the form of an addendum. Please note that no verbal information given will be binding upon CSD unless such information is confirmed in writing as an official addendum to all parties/participants.

iv. RESPONSES TO WRITTEN QUESTIONS

CSD will provide responses to written inquiries about this NOFA that are received via email and post the responses on the CSD website (http://www.csd.ca.gov/liwp) by 5:00 p.m. Pacific Standard Time (PST) on September 17, 2018.

v. CONTACT INFORMATION

All communications should be directed to the following:

Tina Schaffer
California Department of Community Services and Development
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833
E-mail: Tina.Schaffer@csd.ca.gov
Phone: 916-576-5312

2. COMMUNITY SOLAR

Not all low-income households can participate in existing solar photovoltaics (PV) programs that typically focus on placing solar systems on homes and multifamily dwellings. Barriers include inadequate roof space, roof condition, or shading; living in a multifamily building where the owner chooses not to install solar PV; and programs restricting eligibility to home owners. Community solar offers the potential to increase access to clean solar power through sharing the production output of an off-site solar system, typically large enough to serve multiple households and other electricity users.

For illustrative purposes, the following description of legal or business relationships under one possible model of community solar is adapted from a Columbia University paper:1

> *Community solar allows a single solar system or network of systems to serve multiple, dispersed households. The site for a solar installation is owned or leased by an entity, which can be a utility, solar developer, residential or commercial landlord, municipality, community or non-profit organization. This entity brings together a group of subscribers and hires a contractor to install the solar panels.*
>
> *The actual solar panels can be located on subscribers' roofs, on a public or commercial building, or on a remote ground-mounted site. Community solar systems and subscriptions are designed to generate either a fraction of or the entire electricity load required by the subscribers. Ground mounted systems are typically larger, and attract subscribers from anywhere within a larger radius in the community or utility's service territory.*

The basic framework of a community solar project may include the following:

- The awardee is the eligible contracting entity that takes responsibility for executing and managing the project;
- A community solar provider may be responsible for managing memberships and interfacing

[1] A. Benrey, E Kahn, M. Kim, D. Maravilla, J. Merino Carela, P. Vaidya. *Solar State of Mind: Expanding Community Distributed Generation in New York State,* pp. 26-27. Columbia University, School of International and Public Affairs, May 2017.

with the utility, but may also own or operate the project (e.g. project developers, energy service companies, businesses and non-profits, as well as partnerships among these entities);
- The local utility is involved in interconnection to the grid and may play a role in subscriptions and billing;
- The project may be organized around an anchor, typically the system owner, eligible property owner, or largest off-taker;
- Any eligible utility customer may be a subscriber to a community solar project; and
- The terms of membership, including payment structure and provisions for existing subscribers, are set by an agreement between subscribers and the community solar provider

CSD recognizes these terms, entities and arrangements may not be applicable to all project models submitted in response to the future procurement and welcomes innovative proposals that meet the goals of the pilot program with differing arrangements.

3. PROGRAM GOALS AND OBJECTIVES

California Climate Investments is a statewide program that puts billions of Cap-and-Trade dollars from the Greenhouse Gas Reduction Fund (GGRF) to work reducing GHG emissions, strengthening the economy, and improving public health and the environment—particularly in disadvantaged communities. The Cap-and-Trade Program also creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investment projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling and much more. At least 35 percent of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California. For more information, visit the California Climate Investments website at: www.caclimateinvestments.ca.gov

New community solar pilot projects that access CSD's California Climate Investments funds to enable solar arrays to be located off-site, with a variety of possible ownership models, and offer benefits to households who otherwise face barriers to clean, renewable energy, could offer models that could increase options for access to solar energy for low-income households. The objective for this pilot program is to implement and test models to deliver community solar to low-income households in ways that have the potential to be replicated elsewhere and to scale, thus bringing widespread benefits of solar energy to low-income populations, reducing GHG emissions, and realizing other co-benefits for the community (e.g. economic development; training and job creation; and household health benefits).

CSD realizes that organizations responding to this NOFA may take a variety of approaches in their program design. Regardless of those variations, Proposers should strive to design a program and approach that reflects CSD's overarching goals, as follows:

Goal #1: Test workable community-focused models to reduce GHG emissions in California through investment in new clean energy generation facilities and delivery of energy cost benefits to low-income households.

Goal #2: Increase access to clean energy generation options for low-income households.

Goal #3: Reduce household energy costs.

Goal #4: Provide economic, health, and other co-benefits to communities.

The Community Solar Pilot's primary goal is to test workable delivery models to provide renewable energy from community solar facilities to benefit qualifying households, as well as to reduce GHG emissions. Further, there is an expectation that solar facilities can stabilize or reduce the long-term cost of electricity. Alternate implementation approaches that merit testing for feasibility and/or potential to replicate and scale may apply to project size, economic value, participant enrollment, and partnership arrangements.

It is anticipated that the availability of CSD funds will enable barriers that low-income households might otherwise experience in seeking to access available community solar options, such as subscription premium costs and/or qualifying conditions, to be alleviated.

In addition to these primary goals, it is anticipated projects will also provide important co-benefits, such as reducing household long-term energy bills, reducing air pollution and helping to achieve air quality standards, improving public health, and stimulating the local economy. Lowering household energy bills leaves more money for necessities like food, transportation, housing and medicine. When households have more money available, they usually spend those dollars in their local community, compounding the benefits of local economic investment.

Projects should also offer opportunities for job creation, job training and related economic benefits in communities served. These benefits may be maximized through a variety of methods that may vary based on the demographics and needs of their local communities. Methods may include:

- Partnering with local Workforce Investment Boards and nonprofit job training organizations to offer internships/hands-on training to individuals, including those who have received classroom or other training elsewhere, such as through the statewide Solar on Multifamily Affordable Housing (SOMAH) program;
- Directly hiring workers from communities served to fill positions created; and
- Negotiating employment agreements with hired subcontractors to hire individuals from the population served (i.e., targeted hire)

Proposers will be required to identify workforce development, education and other co-benefit strategies associated with their proposals.

4. PROGRAM REQUIREMENTS

A. PROGRAM GUIDELINES

Program Guidelines are prepared in accordance with Government Code Section 12087.5 through a public process in order to establish principles, guidelines, policies and procedures for the program. All program participants must adhere to the Program Guidelines as established and as amended throughout the life of the project.

LIWP Program Guidelines are available at:

http://www.csd.ca.gov/Resources/ProgramGuidelines

B. ELIGIBLE COSTS

CSD's funding may be used for any purpose related to project construction and implementation, to operate the program, and/or to lower participant energy costs, with exception of land purchases. Specifically, uses may include, but are not limited to:

- Paying for capital costs of development and construction of solar facility;
- Funding a loan loss reserve or other payment guarantee fund to protect against late or non-payments by participants;
- Subsidies to eligible households to lower a monthly solar subscriber payment; and
- Direct or indirect costs for program administration, outreach and enrollment.

Pre-construction costs that may include those associated with obtaining necessary permits, environmental impact reports, or other regulatory requirements to facilitate solar facility construction may also be eligible for reimbursement. However, it will be the awardee's responsibility to cover pre-construction costs and seek reimbursement for costs in accord with the awardee's project timeline and upon receipt of all approvals required to commence construction. Proposers will be required to include such costs in the proposed project budget and may be reimbursed on a not to exceed basis upon receipt of necessary local, state, and federal clearances.

C. LEVERAGED FUNDING

A specific level of leveraged funding or match dollars is not required. However, Proposers are encouraged to seek and commit other resources to each proposed model or project. This could include taking advantage of any renewable energy or low-income assistance initiatives, or leveraging community

development projects or other efforts that could jointly benefit the same targeted population. External funding sources could also be leveraged for:

- Labor or materials (in-kind contributions);
- Donated land;
- Paying for or waiving interconnection fees;
- Household energy efficiency measures;
- Property repair or rehabilitation;
- Remediation of household health and safety issues; and
- Workforce development and employment.

All sources of funding, secured or anticipated, should be discussed in proposals and included in the project budget.

D. HOUSEHOLD/PROGRAM ELIGIBILITY

For this pilot program, projects must provide benefits to low-income households. This may include owners or renters of single-family homes, multifamily dwelling units, or mobile homes. Households already benefitting from existing solar PV installations will be excluded from participating.

Higher-income households, schools, churches, businesses, or any other non-residential institutions may not benefit from the share of the electricity generated that is linked to CSD's California Climate Investments funding. However, California Climate Investments funds may be used for either a stand-alone project or a carve-out of a larger project with multiple beneficiaries and subscribers not assisted by California Climate Investments funds.

Proposals may identify "intermediary purchasers" such as nonprofits, cities, or housing providers that have a clear documented avenue for directly passing through benefits to low-income residential customers or tenants (for example, in the form of bill credits assigned to low-income customers' bills). In such cases, any share of electricity generated attributed to these purchasers would be considered as benefiting low-income households.

i. Establishing Household Eligibility

Household eligibility will be required to be established in one of the following ways:

Household Income Verification: Household income eligibility will be set at the AB 1550 definition of at or below 80 percent of State Median Income (SMI) or 80 percent of the area median income (AMI). AMI is subject to annual changes based upon the U.S. Department of Housing and Urban Development's income guidelines. Information on current income eligibility in each county (80 percent of AMI is deemed "low-income"), and an online tool to determine the low-income

threshold by county and household size, are available at: www.arb.ca.gov/cci-communityinvestments

Categorical Eligibility: Categorical eligibility may be used in lieu of income eligibility to determine eligibility for households to receive Community Solar services. Qualifying programs for categorical household eligibility will be restricted to those with income eligibility standards that are in accord with the AB 1550 definition of low-income households.

CSD will work with awardees to develop Eligibility and Verification Guidelines.

E. PILOT PROJECT DESIGN CONSIDERATIONS

i. Location of Facility

AB 1550[2] increased the percent of California Climate Investments funds for projects located in disadvantaged communities from 10 to 25 percent and added a focus on investments in low-income communities and low-income households anywhere in the state.

For the Community Solar Pilot, CSD has the option of allowing benefits to serve other priority populations[3] outside of disadvantaged communities. CSD will therefore accept applications from projects with facilities located in and serving low-income households in the relevant utility service territory anywhere in the state.

While the generating solar facility may be located anywhere in the state in the relevant utility service territory, additional points will be given to proposals if the facility is located within an AB 1550 low-income community or a disadvantaged community and based on proximity to participant households.

An interactive map of these communities may be accessed at:

www.arb.ca.gov/cci-communityinvestments

[2] AB 1550 criteria tables are located at www.arb.ca.gov/cci-resources

[3] Priority populations include residents of: (1) census tracts identified as disadvantaged by California Environmental Protection Agency per SB 535; (2) census tracts identified as low-income per AB 1550; or (3) a low-income household per AB 1550.

ii. GHG Emissions Reduction

Because California Climate Investments funding has the primary goal of reducing GHG emissions, CSD will only consider proposals that create new energy generation offsetting existing electricity grid usage. Existing arrays will not be considered because they do not introduce new GHG emission reduction within the state. Proposals to expand array capacity on existing solar facility sites for dedication to new Community Solar beneficiaries are eligible.

iii. Regulatory and Legal Environment

Proposers are required to design and propose a project that complies with all federal, state, county, and local laws, ordinances, regulations and orders (building, planning, zoning, environmental, Electric Load-Serving Entity [LSE] interconnection, etc.), and tax, ownership, and securities laws and regulations in effect at the time of bid submittal. Proposers will be required to indicate how each proposed project is or will be compatible with all such relevant requirements. Proposers should also address any implications relating to renewable energy credits or federal or state securities laws from their proposed model.

CSD understands there are a number of current California Public Utility Commission proceedings that may impact community solar options in Investor Owned Utilities' (IOU) territories. However, given the time limits applying to CSD's appropriation, extension of the procurement period pending clarification of rules and opportunities could pose challenges for pilot project implementation and success.

iv. Siting Considerations

All proposers must have a specific project and site identified, and proposers will be expected to address size, costs, ownership, project feasibility determinations, and other applicable due-diligence preparations or agreements. Proposers should indicate the status of the site, and include any relevant documentation (e.g. a letter of intent, or lease option, for entering a site lease or other arrangement to enable project siting).

Site Eligibility and Clearances: There are few restrictions on where solar panels may be placed. Panels could be located on a non- or for-profit building (school, small business, or large business), vacant land, etc. However, proposers will be required to demonstrate that any project or component thereof will not result in loss or conversion of agricultural lands by determining the project site is not designated as agricultural land by the Department of Conservation's Farmland Mapping and Monitoring Program (FMMP) Tool, available at:

http://www.conservation.ca.gov/dlrp/fmmp

Waivers for infill development may be considered. Proposers will also be required to indicate whether other working lands or natural lands will be lost or converted and CSD reserves the right to consider further restrictions.

Completion and approval or adoption of all necessary environmental clearances including those required under the California Environmental Quality Act (CEQA) and if applicable, the National Environmental Policy Act, will be required for awarded projects to move forward. Proposers will be required to indicate if the project has CEQA clearance for its site, and if not, if CEQA clearance will be required. If future CEQA clearance is required, proposals must include the timeline for review and approval, the likelihood of securing clearance, and whether there are alternative approaches should the proposed location not receive environmental clearance.

Multifamily Considerations: Under existing Virtual Net Energy Metering (VNEM) rules in IOU territories, solar systems may be installed on a multifamily housing/multi-tenant building, and the credits generated from that system can be applied to the occupants of that building. While the credit allocation is "virtual", households receiving the credits are required to be residents of the property where the solar system is located. CSD does not consider this a community solar project for the purposes of this pilot. However, a project benefiting multiple property locations or participants outside of the "host" multifamily property would be eligible. Individual tenants of multifamily properties or condominium owners with their own utility bills would also be eligible to participate in a broader community solar model.

v. Green-e Energy Certification

CSD will require Community Solar pilot projects to be Green-e Energy-certified. Green-e is administered by the nonprofit Center for Resource Solutions. Since 1997, Green-e Energy has certified renewable energy that meets environmental and consumer protection standards that it developed in conjunction with leading environmental, energy and policy organizations. Green-e Energy certifies renewable energy that is generated from new facilities, marketed with complete transparency and accuracy, and delivered to the purchaser, who has sole title. For more information visit:

https://www.green-e.org/programs/energy

vi. Stand-alone and Carve-out Projects

A "carve out" indicates that some minimum, and possibly a maximum, share of the solar facility's capacity or production output would be dedicated to eligible low-income households, while other participants would benefit from the remaining share. A "stand alone" project would dedicate 100 percent of its capacity or production output to eligible households. Both "carve out" and "standalone" models are eligible, but proposals will be evaluated on the GHG and other

benefits accruing from the portion of the project dedicated to low-income households and California Climate Investments funds awarded.

vii. Consistency with Local and Regional Plans

Proposers will be required to demonstrate that proposed projects are consistent with all relevant local and regional plans that have been adopted or amended within the last ten (10) years, including:

- The local jurisdiction's general plan;
- Any specific plans or community plans that overlap with the proposed project area;
- Any climate action plan that overlaps with the proposed project area; and
- Any regional plans adopted by Metropolitan Planning Organizations, including the Sustainable Communities Strategy, that include the proposed project area.

Being consistent means following any relevant land use designations, zoning, and applicable goals, policies, and programs. Consistency shall be demonstrated by submittal of a letter from the local jurisdiction's Planning Department describing the proposed projects' consistency with all relevant plans as described above. If the local jurisdiction's General Plan, and other applicable Specific Plans or Community Plans, have not been updated within the last ten years, the letter from the local jurisdiction's Planning Department must verify the project is consistent with the jurisdiction's local land use policies.

viii. Solar Asset Ownership

There are no restrictions on what kind of entity can own the solar facility.

ix. Solar, Storage, and Microgrids

There are no restrictions on interconnected microgrids or incorporating storage in project design. Proposals that remove existing customers from the electric grid are also eligible. Proposers should address any implications relating to storage, costs, and time-of-use rate plans from their proposed model in their Work Plan and budgets.

x. Performance Bond Requirement

A performance bond (a surety bond issued by an insurance company or a bank to guarantee satisfactory completion of a solar project by a contractor) will be required and should be factored into Proposers' Project Budgets.

xi. Utility Resource Procurement and Grid Integration Rules and Requirements

Awardees will be expected to independently make any relevant arrangements with the local Electric LSE, and as necessary with the California Independent System Operator (CAISO), for:

- Resource procurement acceptance for the solar capacity and commodity production, including any financial arrangements for serving "departing load" and any applicable power cost indifference charges (as applicable to each location and project);
- Grid integration for distributing the solar production on the power grid; and
- Billing arrangements for any applicable credits, charges, fees, etc. for participant households

xii. Prevailing Wage Requirements

CSD-funded projects may be subject to State Prevailing Requirements, pursuant to Section 1700 of the California Labor Code. The California Labor Code requires payment of locally prevailing wages to workers and laborers on state government contracts in excess of $1,000 for public works projects. A "public work" is the construction, alteration, demolition, installation, repair or maintenance work done under contract and paid for in whole or in part out of public funds. The definition applies to private contracts when certain conditions exist. Proposers can identify additional stipulations and exceptions under Cal. Labor Code § 1720 et seq.

1. Proposers and Awardees must ensure the following on "public work" activities:

   a. Prevailing wages are paid;
   b. The proposal budget and narrative for labor addresses, reflects, and is consistent with these prevailing wage requirements; and
   c. The project complies with all other requirements of prevailing wage law including but not limited to keeping accurate payroll records, and complying with all working hour requirements and apprenticeship obligations.

2. Awardees shall ensure that their Partners and Subcontractors, if any, also comply with prevailing wage requirements. Awardees shall ensure that all agreements with Partners and Subcontractors to perform work related to this Project contain the above terms regarding payment of prevailing wages on public works projects.

3. The Department of Industrial Relations (DIR) is the primary resource for consultation on the requirements of California prevailing wage law.

4. Proposers or Awardees can identify the rates for prevailing wage on the Department of Industrial Relations (DIR) website: http://dir.ca.gov. Proposers or Awardees may contact DIR for a list of covered trades and the applicable prevailing wage.

5. If Proposers or Awardees are unsure whether the project receiving this award is a "public work" as defined in the California Labor Code, they may wish to seek a timely determination from the DIR or an appropriate court.

6. If Proposers or Awardees have questions about this contractual requirement, recordkeeping, apprenticeship or other significant requirements of California prevailing wage law, it is recommended Proposers or Awardees consult DIR and/or a qualified labor attorney.

5. ELIGIBILITY, QUALIFICATIONS, CAPACITIES AND READINESS OF PRIME PROPOSER AND TEAM

CSD strongly encourages Proposers to create partnerships to best meet the specified qualifications and program goals and objectives. Partnerships are defined as cooperative relationships between two or more organizations to increase programmatic impact through shared, combined, or complementary services.

At a minimum, bidding organizations ~~will be required to~~ should submit relevant Letters of Intent including an agreement with an LSE, funding agreements and other agreements that are evidence of the Proposer's intended legal structure, a description of what roles various entities will play, and letters of support from each entity's governing body. References are also required.

An LSE is not required to be a formal member of a proposing team. However, there are certain functions and activities that a utility or other entity must handle (e.g. interconnection to the local power grid) and may potentially offer depending on the program design (e.g. a capital contribution, utility bill credits). The letter of support from the LSE should, at a minimum, confirm Proposer has a feasible interconnection opportunity and express support for any relevant enabling of project benefits (bill credits, tariffs, or other) within their system. Should a proposer be unable to meet the LSE letter of support requirement, the proposal should include detailed information on steps taken in this regard and all pertinent information on the LSE's interconnection application process and proposer's planned steps for compliance.

If Proposers have or are intending to submit bid documents relating to other funding opportunities, any required readiness or other documents should also be submitted to CSD, with a clear indication of the status and timeline for application and award.

The prime contractor may subcontract with other governmental, non-profit or for profit entities to form a consortium, but the prime contractor alone would be accountable to CSD for performance of the group. The prime contractor may simply subcontract for needed services with for-profit or non-profit entities without forming and representing an organized consortium.

A. PROPOSER QUALIFICATIONS

i. Minimum Qualifications

Each of the following minimum qualifications must be met by the Proposer's Project Team to be considered (See **ATTACHMENT 4** for Certification):

1. The Prime Proposer/Contractor eligibility is limited to:

    - 501 (c) (3) tax-exempt organizations
    - Local government entities
    - Publicly Owned Utilities
    - Community Development Finance Institutions (must be a non-profit)
    - Community Development Corporations
    - Joint Powers Authorities
    - Tribal Governments
    - Community Choice Aggregators

2. The Proposer must have experience working in the community or region in which they are proposing a community solar project and the Proposer's team must have a current physical presence in the region. An awardee (prime contractor) may subcontract with other governmental, non-profit or for-profit entities to form a consortium or a team but the prime contractor would be solely accountable for performance of the group. Proposers should prioritize collaboration with trusted community partners that have demonstrated capacity to carry out targeted, culturally relevant outreach and delivery with sensitivity to the specific needs of the community and discuss existing ties to the communities that the project aims to serve.

A community solar project awardee may also subcontract for needed services with for-profit or non-profit entities without forming and representing an organized consortium. Awardees and all partner organizations must be in good standing with the California Secretary of State, and all appropriate local and state oversight licensing authorities.

6. PROPOSAL REQUIREMENTS & SCORING

To be successful, a proposal will be required to:

- Demonstrate how the pilot's goals will be met;

- Demonstrate the abilities of the proposer team to deliver both the solar facility production and the Community Solar program services, with clear accountability;
- Demonstrate financial soundness and stability to adequately develop and maintain the Project for the life of the project;
- Comply with all required proposal requirements identified in the NOFA; and
- Offer a model that has the potential to be replicated more widely in California and is scalable

In responding to this NOFA, Proposers should describe and document their qualifications, project design, program implementation and service delivery strategies, and organizational approach and team structure. All Proposers must provide their overarching approach and resources that they bring to the project and must also discuss how they propose to create a viable community solar project. Proposers will be required to discuss how their approach will account for and address any unique conditions or challenges in community solar.

Scoring criteria are presented in **Attachment 13**.

Proposals must include the required elements as specified in this solicitation in the format articulated in this section as follows, along with all required attachments. Failure to provide a detailed proposal will cause the Proposer to obtain fewer points in the solicitation evaluation.

REQUIREMENT 1: INTRODUCTION AND COMPLIANCE WITH PROJECT DESIGN CRITERIA

The introduction to the Proposal should clearly indicate how the project meets the NOFA criteria, and include:

- A brief statement of the Proposer's experience working in the community or region in which they are proposing a community solar project, and how the requirement for the Proposer's team having a current physical presence in the region is met.
- The amount of funding requested (≤ $3 million).
- The specific project site.
- A statement of how the proposed project complies with the requirements to create new energy generation offsetting existing electricity grid usage and benefiting multiple property locations.
- Size of proposed project (≥ 250 Kw).
- Discussion of whether the project will result in loss or conversion of agricultural lands and whether other working lands or natural lands will be lost or converted.
- Discussion of how the proposed project is or will be compatible with the current regulatory and legal environment.
- Discussion of whether the project has CEQA clearance for its site, if CEQA clearance will be required, and/or the timeline for review and approval.

REQUIREMENT 2: PROPOSER TEAM QUALIFICATIONS AND CAPACITY

- **Project Team Description**: Proposer shall provide a narrative overview of its organization's history, qualifications, experience, current resources, and accomplishments related to providing energy efficiency and renewable energy services to the low-income community. Proposer shall also detail the history, qualifications, experience, current resources, and accomplishments of any partner or subcontractors that will be part of the project. Proposer shall explain how the experience of its proposed team demonstrates its ability to conduct work effectively within the target communities, and a brief description of the staff who will be assigned to this contract. Additionally, the narrative will provide detailed resumes for all key identified staff. The narrative should describe Proposer's team qualifications to provide services under this contract and should clearly explain how Proposer team demonstrates the required capacity. The narrative should indicate which individual on the Project Team has the requisite experience. Proposer may reference staff resumes to substantiate the narrative. The narrative should address experience in:

  - Administering community-focused solar, energy efficiency, or other clean energy programs;
  - Outreach, education, and enrollment of low-income households to participate in energy programs;
  - Ability to develop and oversee construction and operation of a solar facility of 250 kW or larger;
  - Experience in negotiating and completing arrangements with utilities for resource procurement and grid interconnection;
  - Knowledge pertaining to any required specialized billing functions for participants; and
  - Financial, fiscal, contracting, administration, risk management, and database functions sufficient to perform the duties of a Community Solar provider.

  The narrative should also include details of any formal partnership or governance models and details of proposed facility financing partners and ownership.

- **Project Organization Chart**: As a supplement to the Project Team Description narrative, Proposer shall provide a Project Organization Chart that clearly identifies the roles and responsibilities of all partners and key staff accountable under this program, including administration, implementation, service delivery, any workforce development partners, and others. Proposer shall provide a narrative to describe the project team structure and the mechanisms by which they will ensure effective project performance and accountability from all parties of the project team throughout the term of the agreement to ensure that project goals and objectives are met.

Proposers' teams will be evaluated based on their qualifications and experience and the personnel and organizational capacity to effectively execute the proposed project.

Proposal Requirement Information	
Maximum Possible Points:	40
Associated Attachments:	**Attachment 2**: Proposal/Proposer Certification Sheet **Attachment 3**: California Secretary of State (SOS) registration **Attachment 4**: Minimum Qualifications Certification **Attachment 5**: Fiscal Process Certification. **Attachment 9:** References **LSE Letter** **Letters of Intent**

REQUIREMENT 3: PROPOSER'S APPROACH AND NARRATIVES

i. Array and Participant Location

Proposers shall include specific details of the geographic location of the facility and the specific communities or areas from which eligible households will benefit. While the generating solar array and households may be located anywhere in the state in the relevant utility service territory, additional points will be given to proposals if the array is located within an AB 1550 low-income community or a disadvantaged community and based on proximity to participant households (within a 100-mile radius).

Proposal Requirement Information	
Maximum Possible Points:	8
Associated Attachments:	**N/A**

Scoring Components	Point Value
Facility is located in a disadvantaged community or AB 1550 low-income community	3 points
Customers are in disadvantaged communities or AB 1550 low-income communities	3 points
Proximity of customers to generation facility is within a 100-mile radius	2 points
TOTAL	**8 points**

ii. Customer Enrollment and Service Plan

Proposers shall include a credible Customer Enrollment and Service Plan that addresses use of funds and solar production allocation to benefit low-income households over specified time periods. This should include:

- Details of energy generation (see Benefits Calculator Tool, Attachment 7) and distribution of benefits, including expected total kilowatt-hours (kWh) benefiting low-income participants over the life of the project;
- Location of low-income households to be served and their proximity to the array location;
- Anticipated number of participating low-income households; and
- Participant billing or other subsidy arrangements, including terms and conditions; and
- Energy cost/savings impacts.

Proposers will be required to clearly indicate any relevant plans for billing; address any necessary changes to utility billing software; and address the status or plan for achieving those changes. Respondents should clearly indicate if they will require low-income customers to participate through an additional bill and their plan for successfully implementing such a model with low-income customers

Enrollment: Each Proposer shall demonstrate plans to enroll and serve eligible beneficiaries, addressing elements that may include but are not limited to:

- Marketing and outreach;
- Intake and eligibility verification procedures;
- Enrollment arrangements;
- Education on managing household energy costs;
- Management of participant turnover; and
- Management of billing and non-payment issues.

It is expected that proposers will not rely upon household credit scores to qualify low-income participants in the Community Solar pilot.

Consumer Protections: Awardees will be required to provide program participants with detailed information on terms and conditions. This could include, as relevant, information about anticipated billing renewable energy bill credits and rates, any changes in low income discounts, and / or other billing details and benefits, along with the terms and obligations of their subscription into the Community Solar program.

Proposers' Customer Enrollment and Service Plans shall discuss their approach to consumer education and protection. This could include:

- Contract Terms
  - Duration or term of the contract
  - What happens if a participant relocates
  - Rights to terminate or change the contract
  - Fees, credits, penalties and other costs and benefits during contract term
  - Any price escalators or other fee or benefit changes
- Facility Information
  - Production guarantees
  - Ownership arrangements
  - Allocation of state and federal solar incentives and renewable energy credits
  - Compensation rate/s for electricity generated from the project, regulatory risk, and impacts of any changes

Proposals will be evaluated on the robustness of marketing and outreach and community connections; description of eligibility and enrollment procedures; clarity of contract terms; and explanation of consumer protection and education plans.

Proposal Requirement Information	
Maximum Possible Points:	16
Associated Attachments:	**N/A**

iii. Energy Cost Benefits for Low-Income Participants

The discussion of the planned allocation of solar production benefits should address relevant project considerations including:

- Distribution of benefits, such as allocating a small share of benefits to a large number of beneficiaries, or a larger share to a smaller number; and
- Quantification of anticipated savings.

There are several key factors that can influence participant savings, including: utility retail rates and solar credit structure, rate escalation, fixed charges, annual usage, credit carryover, participation rates, and participation length. Proposers are required to clearly address these factors and explain sources and assumptions relating to data used.

Proposers must also provide detailed estimates of customer energy bill costs so that energy cost benefits for low-income beneficiaries from CSD funds can be compared. Proposers should complete the following calculations for annual costs and include these calculations in their proposal to demonstrate pre- and post-project costs for an average customer, and total post-project energy cost benefits:

- Pre-project annual customer energy cost:
  (Fixed Annual Charges Per Customer) + (Retail kWh Rate x Annual Per Customer Energy Consumption)

- Post-project annual customer energy cost:
  (Fixed Annual Charges Per Customer + (Retail kWh Rate x Annual Per Customer Energy Consumption) - (Solar Credit x Annual Solar Production (kWh) Per Customer)

- Total Energy Cost Benefits:
  Pre-project customer costs - Post-project customer costs x Number of Participants x Project Years = Total Energy Cost Benefits

Variables relating to components of this formula are discussed in the bullets below. If any part/s of the formula (e.g. Solar Credit x Annual Solar Production (kWh) Per Customer) are not directly relevant to the proposed project, alternate factors should be used in the formula and described and justified by the Proposer.

If factors are variable during the life of the project (for example, if "escalation rates" apply), additional calculations should be included in the proposal based on the formula above, with a clear indication of the time-period each calculation applies to. This will enable total energy cost benefits to be calculated by the Proposer for the life of the project by adding together multiple calculations. Factors that may vary and should be addressed by the Proposer in both the proposal narrative and calculations include:

- Fixed annual charges: How much a customer is charged to access electricity from the utility may considerably affect their overall savings. These fixed charges are typically intended to cover the utilities' transmission and distribution infrastructure costs, overhead, and other fixed costs distributed equally among all utility customers. Any changes anticipated in fixed charges during the project term should be addressed by the Proposer.
- Retail kWh Rate/Solar Credit: A Solar Credit may be adjusted annually (e.g. to account for inflation) and retail electricity rates may also change annually (commonly referred to as "escalation rates" or "escalators"). Proposers should address any escalation in solar credits and/or retail electricity rates during the project term.
- Annual Per Customer Energy Consumption (average customer electricity demand): Proposers should address how demand was calculated, and any changes anticipated during the project term.
- Numbers of Participants per year.
- Lengths of participation terms.

The total energy cost benefits projected by the Proposer will form the basis of minimum guaranteed outcomes that will be part of contractual requirements to be met by awardees.

While the Benefits Calculator Tool discussed in Requirement 4 below contains an energy savings formula, Proposals will be evaluated based on the energy costs benefits to be realized through the methodology outlined in this section only.

CSD will evaluate total energy cost benefits to low-income participants per California Climate Investments dollar requested and score proposals based on an indexed approach. CSD reserves the right to work with Proposers to clarify or verify estimates and assumptions prior to scoring and making awards.

To compare energy cost benefits, only the proposal offering the highest total energy cost benefits per California Climate Investments dollar requested will earn the maximum component points. Other proposals are awarded a percentage of the maximum points available based on a comparison of their energy cost benefits per California Climate Investments dollar requested to the energy cost benefits in the proposal awarded the maximum points.

Proposal Requirement Information	
Maximum Possible Points:	32
Associated Attachments:	**N/A**

iv. Community Engagement Plan

Potential Proposers are encouraged to conduct community engagement. There are multiple community engagement strategies that may be utilized by a Proposer prior to submitting a proposal, and by a community solar project awardee in project implementation. Examples of potential community engagement strategies include:

- Community Leadership and Decision-making. Proposers could develop a steering committee comprised of community residents to, in partnership with proposers, oversee project design and development.
- Community Collaboration and Partnership. Proposers could partner with community-based organizations or community residents in a way that informs project design and/or selection among project alternatives prior to applying for funding. This may include residents participating, with technical support, in the development of project alternatives or components, or having residents choose a preferred project from among two or more alternatives either as members of a project selection committee or community voting process.
- Outreach, Education, and Consultation. Proposers could conduct community consultation (e.g., via workshops, roundtable discussions, focus groups, surveys) to inform, educate, learn from the community, and consider their input in early stages of project development and design.

Proposers shall include a Community Engagement Plan that describes methods that have been or will be used to engage residents and key stakeholders during project design, development and implementation,

and describe how methods and outcomes will be evaluated. The Proposer may submit support letters from the community or current or potential partners.

Proposals will be evaluated on the robustness of the combination of activities performed and proposed to engage community stakeholders and the evaluation plan.

Proposal Requirement Information	
Maximum Possible Points:	10
Associated Attachments:	**Letters of Support**

v. Project Burdens and Co-Benefits

Substantial Burdens: CSD and other agencies receiving California Climate Investments funding are required to consider whether a given project type has the potential to result in substantial economic, environmental, and public health burdens (e.g., physical or economic displacement of low-income residents and businesses, increases of criteria or toxic air pollutants) in disadvantaged communities and low-income communities, and design programs in such a way as to avoid substantial burdens.

Proposers will be required to identify potential burdens created by the proposed project/s. Proposers are encouraged to engage community members and community advocates in identifying potential burdens and how the project will avoid or minimize identified burdens.

Co-benefits: In addition to GHG emission reduction and energy savings for low-income participants, Proposers will be required to identify additional co-benefits to be achieved through the project. Co-benefits may include, but not be limited to:

- Integration of energy efficiency or other household improvements through leveraged funds;
- Identifying and serving participants with the greatest needs;
- Job creation and training opportunities;
- Household and community health effects;
- Community economic benefits; and
- Community resilience benefits through integration with storage and microgrids.

In an effort to enhance analysis, provide greater transparency, and assist in project level reporting, CARB has developed co-benefit assessment methodologies and is expanding the functionality of calculator tools to estimate additional co-benefit and key variable outputs. Proposers are encouraged to review the Co-Benefits Assessment Methodologies released by CARB to consider some of the potential harms and co-benefits to address in their proposal. The Co-Benefit Assessment Methodologies that are applicable to community solar pilot projects include:

- Asthma/Respiratory Disease Incidence
- Air Pollutant Emissions
- Energy and Fuel Cost Savings

- Soil Health and Conservation
- Climate Adaptation
- Community Engagement
- Jobs

These methodologies are available at: www.arb.ca.gov/cci-cobenefits

Proposers should also address plans to evaluate and report on the co-benefits that are included in the proposal utilizing the Co-Benefits Assessment Methodologies or other methods should the project receive an award.

Proposals will be evaluated based on the avoidance of substantial burdens, the robustness of the co-benefits to be achieved, and the evaluation plan within the contract term.

Proposal Requirement Information	
Maximum Possible Points:	20
Associated Attachments:	**N/A**

REQUIREMENT 4: WORKPLAN AND TIMELINE

Proposers shall include a credible Work Plan and Timeline that ensures solar PV energy generation and delivery of benefits would be achievable during the contract term. The Work Plan should include details of how the facility site and location was selected; design, equipment and materials; site preparation; construction; interconnection; and compatibility with relevant local plans. All proposers must have a specific project and site identified, and proposers will be expected to address size, costs, ownership, project feasibility determinations, and other applicable due-diligence preparations or agreements. Proposers should indicate the status of the site, and include any relevant documentation (e.g. a letter of intent, or lease option, for entering a site lease or other arrangement to enable project siting).

The Work Plan should clearly delineation team roles and responsibilities. Proposers should include a statement as to how all components and designs meet all applicable regulatory and industry safety, environmental, and operational codes and standards, as appropriate.

In addition to details of facility development and construction, the Work Plan should include maintenance and operation plans, and details of energy generation and distribution of benefits, including expected total kWh benefiting low-income participants over the life of the project. The Work Plan and Timeline should also include progress milestones that demonstrate sustained progress toward project implementation. This could include key milestones for developing Community Solar

infrastructure, establishing partnerships with important stakeholders, securing leveraged dollars, engaging both the community and project beneficiaries, and delivery of benefits.

Illustrative timeline milestones that should be addressed in detail in the Work Plan may, depending on the proposed model, include:

- Power Purchase Agreement and grid interconnection agreement: Months 1-6
- Facility construction: Months 12-24
- Participant outreach and enrollment: Months 3-6, then ongoing to replace participants, as needed
- Facility energy generation and allocation of benefits to participants: Monitored and reported to CSD over the specified life of the facility or specified time period

Reliable solar energy production, effective administrative arrangements, a sufficient number of participants, and payments as agreed to by all parties are examples of key elements required for a successful project. Proposers' Work Plans should provide assurances and protective steps that will be taken to ensure:

- The solar facility generates the requisite solar energy
- Sufficient revenues are obtained to deliver anticipated benefits
- Performance standards and contract obligations are met through effective management of the Community Solar awardee team
- Ongoing operations and maintenance requirements are met (including a plan for repair and replacement of equipment (inverters, panels, etc.) both during and outside of any warranty periods)
- Ongoing fiscal and legal obligations are met (taxes, insurance, permits, etc.)

Proposals will be evaluated based on feasibility and comprehensiveness of the Work Plan and Timeline.

Proposal Requirement Information	
Maximum Possible Points:	22
Associated Attachments:	**Attachment 6:** Workplan Timeline **Letter from the local jurisdiction's Planning Department**

	Letter/s of intent etc.

REQUIREMENT 5: GHG REDUCTIONS

The CARB quantification methodology for the program subcomponent covered by these Program Guidelines is the Community Solar Pilot Quantification Methodology and Benefits Calculator Tool.

CSD and awardees will be required to follow this quantification methodology to estimate GHG emission reductions and air pollutant emission co-benefits.

Proposers shall complete and submit a Benefits Calculator Tool for the proposed Community Solar pilot project. This Benefits Calculator Tool estimates the following co benefits and key variables from Community Solar Pilot projects:

- Total Annual Renewable Energy Generation (kWh)
- Total Lifetime Renewable Energy Generation (kWh)
- Total nitrogen oxide (NOx) emission estimates (lbs.)
- Total reactive organic gases (ROG) emission estimates (lbs.)
- Total fine particulate matter less than 2.5 micrometers (PM2.5) emission estimates (lbs.)
- Total annual energy cost savings ($)
- Total lifetime energy cost savings ($)
- Agricultural or natural land area converted or disturbed by solar PV installation (acres)
- Total GHG Emission Reductions per Total Funds (MTCO2e/$)
- Total GHG Emission Reductions per Total GGRF Funds* (MTCO2e/$)

*California Climate Investments Funds

Evaluation of GHG emission reductions will be based on total GHG emission reductions from the portion of energy generated that is dedicated to low-income households per total California Climate Investments funds requested (MTCO2e/$). Only the Proposal offering the most cost-effective GHG emission reductions (MTCO2e reduced per dollar) will earn the maximum component points. Other proposals are awarded a percentage of the maximum points available based on a comparison of the cost-effectiveness of the GHG emission reductions to the cost-effectiveness of the GHG emission reductions in the proposal awarded the maximum points.

Proposers shall discuss whether GHG reductions from any part of the project will be reported to any other entity or claimed in any way.

The Community Solar Pilot Quantification Methodology and Benefits Calculator Tool have been released and are available at:

http://www.arb.ca.gov/cci-resources

Proposal Requirement Information	
Maximum Possible Points:	40
Associated Attachments:	**Attachment 7:** Benefits Calculator Tool

REQUIREMENT 6: PROJECT BUDGET SPREADSHEET AND BUDGET NARRATIVE

Budget Spreadsheet: Proposers shall complete submit the budget spreadsheet that is included as part of this solicitation's documents. The spreadsheet consists of:

- **Itemized Project Budget:** The project budget should include all relevant project costs including, but not limited to:
  - Installation, equipment, and material/miscellaneous costs
  - Loaded salary costs that include direct, fringe and indirect costs
  - Subcontractor costs
  - Outreach and intake costs
  - Administrative and indirect costs

  For each budget line item, Proposers shall enter the proposed California Climate Investments funding contribution, other external/leveraged funding amounts (including financing sources and in-kind contributions), and total costs.

- **Operating Budget (Revenue, O&M and Other Costs tab):** Proposers shall include an operating budget consisting of all revenues and expenses anticipated over the life of the project. This should include details on how revenue projections have been estimated, and allocation of benefits. The operating budget should also include costs for the operations and maintenance Plan for the facility, including funding sources for the plan.

  If operating income is being reinvested in project costs, or in other community benefits, this should also be identified in the project budget and/or budget narrative.

Budget Narrative: A budget narrative shall be included that should, in detail, describe the itemized budget line items and operational plans. The narrative should identify total California Climate Investments funds requested and other funding sources that will be used for this project, describing secured funds and detailed plans for attracting additional funding identified. This should include a

detailed description of any financing and repayment plan for the project for construction and/or operating costs, including the secured or anticipated source(s) of construction and term financing. Proposers should also:

- Describe how the Federal Investment Tax Credit ("ITC") established pursuant to the U.S. Internal Revenue Code would apply to the project, if applicable;
- Describe any other awards, grants, special tax treatment or credits, loan guarantees or other subsidies that are or may be sought for the project;
- Describe any subsidies, identify any critical schedule deadlines, and indicate the anticipated likelihood of the project receiving such subsidies; and
- Explicitly identify the economic and other impacts to the project if a subsidy is not received

Budget documents will be evaluated based on considerations including whether the project and budget are feasible; have strong potential to secure any external dollars identified; are cost-competitive with other applications; and program support activities are appropriate to sustain the project for the identified term.

Proposal Requirement Information	
Maximum Possible Points:	14
Associated Attachments:	**Attachment 8:** Budget Spreadsheet

7. PROPOSAL SUBMISSION INSTRUCTIONS

This section contains the format requirements and instructions on how to submit a Proposal. The format is prescribed to assist the Proposer in meeting State bidding requirements and to enable CSD to evaluate each Proposal uniformly and fairly. Proposers must follow all Proposal format instructions, answer all questions, and supply all required documents.

A. REQUIRED DOCUMENTS

A list of all required documents for this solicitation is included in the Proposal Submission Checklist (see **ATTACHMENT 1**). Proposals not including all the listed items, with proper signatures when required, shall be deemed non-compliant. ***A non-compliant Proposal is one that does not meet the basic Proposal requirements and may be rejected*.**

B. REQUIRED FORMAT FOR A PROPOSAL

Proposals shall be submitted and tabulated in three-ring binders. An electronic copy of the Proposal on CD-ROM or USB drive must be submitted to CSD with the physical copies (see Attachment 1: Required Submission Checklist). The electronic copy must be provided in one single consolidated PDF file.

Proposals must comply with all NOFA requirements. Before submitting a response to this NOFA, Proposers should review the Proposal, correct all errors, and confirm compliance with the NOFA requirements. Not complying with all the NOFA requirements is cause for a Proposal to be rejected.

C. NUMBER OF COPIES

Proposers must submit one (1) original Proposal with all required attachments that meet the requirements for this NOFA, plus ten (10) paper copies of the Proposal with copies of all relevant attachments. The original Proposal must be marked **"ORIGINAL."** All documents contained in the original Proposal package must have original signatures and must be signed by a person who is authorized to bind the proposing firm. All additional Proposal sets may contain photocopies of the original package. The original Proposal package, all required copies, and the electronic copy of the Proposal must be submitted together prior to due date. If the original, required copies, and electronic copy are not submitted together prior to the due date to the Proposal may be considered non-compliant.

D. PACKAGING AND LABELING

Proposals must be received by **October 2, 2018** no later than 5:00 p.m. Pacific Standard Time (PST) by the CSD Contracts Unit. Proposals must be in a sealed package and must be delivered in person, by mail, or by overnight delivery. Faxed and emailed Proposals will not be accepted. It is not sufficient to postmark Proposals by this date or to leave the Proposals at the CSD Contract Office without a CSD staff member confirming delivery. This office is open 8:00 a.m. to 5:00 p.m., Monday-Friday except state holidays.

Please mail or deliver the Proposal to the address listed below. Include the following label information and deliver your Proposal in a sealed package:

Proposer's Name Street Address City, State, Zip Code	DO NOT OPEN Community Solar Pilot Program 2018-NOFA-62 Tina Schaffer, Contracts Unit Department of Community Services and Development 2389 Gateway Oaks Drive, Suite 100 Sacramento, California 95833-4246

Note: All Proposals must be submitted under sealed cover and received by CSD Contracts Unit by the date and time shown above. Proposals received after this date and time will not be considered.

8. SCORING PROCESS

This section explains how the Proposals will be scored. It describes the process as well as the scoring stages and preference points.

A. PROPOSAL SCORING

Proposals will be reviewed and scored based on their response to the information requested in this NOFA. The entire scoring process from receipt of Proposals to posting of the Notice of Proposed Award is confidential. All Proposals and all evaluation and scoring sheets will be considered public documents after the announcement of the intent to award.

Proposals will be evaluated in six stages:

Stage 1: Administrative Submission Review and Compliance Check

Each Proposal will first be checked by CSD for the presence of all required documents as listed in the Proposal Submission Checklist (see **ATTACHMENT 1**), and for compliance with other NOFA requirements (see **ATTACHMENT 13)**. This first Stage will be scored on a pass/fail basis. Those Proposals that pass the requirements of Stage 1 will be reviewed under Stage 2 by a Review Panel. Those Proposals that do not meet the requirements of Stage 1 will be deemed non-compliant and will not be eligible to receive an award.

Stage 2: Proposal Review (200 points)

The Review Panel will review all Proposals that pass Stage 1 to assess the Proposer's ability to carry out the proposed work. The Review Panel will review each proposal individually and then score by consensus all aspects of the following requirements as described in Section 4.A of this NOFA:

- Proposer Team Qualifications and Capacity, including references (40 points);
- Project Approach and Narrative:
  - Array and Participant Location (8 points)
  - Customer Enrollment and Service Plan (16 points)
  - Energy Cost Benefits for Low-Income Participants (32 points)
  - Community Engagement Plan (10 points)
  - Project Burdens and Co-Benefits (20 points)
- Workplan and Timeline (20 points);
- GHG Reductions (40 points); and
- Budget documents (14 points)

See Attachment 13 for Scoring Criteria.

B. PREFERENCE PROGRAMS

Due to the nature of this grant opportunity, the Department has chosen to waive the Small Business preference and Disabled Veteran Business Enterprise incentive requirements.

C. AWARD PROCEDURES

Awards, if made, will be made to the highest scoring Proposals.

Prior to awarding the contract, a Notice of Intent to Award will be posted in the CSD lobby and on CSD's website (www.csd.ca.gov) on **October 31, 2018,** for a period of no less than five (5) working days.

9. ADMINISTRATION

A. NOFA DEFINED

The competitive method used for the procurement of services is a Notice of Funding Availability (NOFA). A Proposal submitted in response to this NOFA will be scored and ranked based on the Scoring Criteria. Every Proposal must establish in writing the Proposer's ability to perform the NOFA tasks.

B. COST OF DEVELOPING PROPOSAL

The Proposer is responsible for the cost of developing a Proposal and this cost cannot be charged to the State.

C. PRINTING SERVICES

Per Management Memo State of Administrative Manual 07-06, State Agencies must procure printing services through the Department of General Services, Office of State Publishing (OSP).

D. CONFIDENTIAL INFORMATION

CSD will not accept or retain any Proposals that are marked confidential in their entirety.

E. DARFUR CONTRACTING ACT OF 2008

Effective January 1, 2009, Public Contract Code sections 10475, et. seq.; Stats. 2008, Ch. 272, requires that all solicitations must address the requirements of the Darfur Contracting Act of 2008 (Act). (Public Contract Code sections 10475, *et seq*.; Stats. 2008, Ch. 272). The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with "scrutinized" companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code section 10475.

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

Therefore, Public Contract Code section 10478 (a) requires a company that currently has (or within the previous three years has had) business activities or other operations outside of the United States to certify that it is not a "scrutinized" company when it submits a bid or Proposal to a State agency. (See option #1 on **ATTACHMENT 11**).

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 the Department of General Services according to the criteria set forth in Public Contract Code section 10477(b). (See option #2 on **ATTACHMENT 11**).

F. CERTIFICATION OF FINANCIAL SOLVENCY

The Proposer must submit a certification to certify, to the best of his/her knowledge and belief, that the Proposer's organization and project team are financially solvent, and will remain so during the life of any contract awarded. (See **ATTACHMENT 12**).

G. FIDELITY BOND

CSD retains responsibility for assessing the need for and the amount of insurance, obtaining proof of insurance, and including appropriate solicitation and contract language as applicable. If awarded the contract, the RA must be in compliance of all insurance requirements listed below:

- The insurance must be issued by an insurance company acceptable to DGS/ORIM or be provided through partial or total self-insurance acceptable to DGS/ORIM.
- The contractor must furnish to the State a certificate of insurance showing that a limit of liability of not less than $1,000,000 per occurrence for bodily injury and property damage liability combined, is presently in effect for the contractor. Note: $1,000,000 per occurrence is the minimum acceptable limit of insurance; higher limits should be required in cases of higher-than-usual risks.
- At a minimum, the certificate of insurance shall show that the contractor is protected through commercial general liability insurance. Additional insurance may be required. Please refer to the following list of examples:
    - Automobile Liability – if motor vehicles are used in the performance of the work.
    - Aircraft Liability – if an aircraft is used in the performance of the work.
    - Crime Coverage – if work involves handling of State money or securities.
    - Pollution Liability – if work involves the handling of hazardous waste or the application of chemicals.
    - Professional Liability – if work is of a professional nature such as physicians, architects, engineers accountants or consultants.
    - Watercraft Liability – if watercraft is used in the performance of the work.
    - Workers' Compensation – a statutory requirement for contractors with employees.
- Contractor is responsible to notify the State within 5 business days of any cancellation, non-renewal or material change that affects required insurance coverage.
- The policy must provide additional insurance language as follows: The State of California, its officers, agents and employees are included as additional insured, but only with respect to work performed for the State of California. The additional insured endorsement must accompany the certificate of insurance.
- The certificate of insurance shall meet such additional standards as may be determined by the contracting State agency, either independently or in consultation with DGS/ORIM, as necessary for protection of the State.

H. NOFA CANCELLATION AND AMENDMENTS

If it is in the State's best interest, CSD reserves the right to do any of the following:

- Cancel this NOFA;
- Amend this NOFA as needed; or
- Reject any or all Proposals received in response to this NOFA.

If the NOFA is amended, CSD will send an addendum to all parties who requested the NOFA and will post it on CSD's website at www.csd.ca.gov.

I. ERRORS

If a Proposer discovers any ambiguity, conflict, omission, or other error in the NOFA, the Proposer shall immediately notify CSD of such error in writing and request modification or clarification of the document. Modifications or clarifications will be given by written notice to all parties who requested the NOFA, without divulging the source of the request for clarification. If a Proposer fails to report a known or suspected problem with this NOFA or fails to seek clarification and/or correction of the NOFA, the Proposer submits a Proposal at his/her own risk.

J. MODIFYING OR WITHDRAWAL OF PROPOSAL

A Proposer may, by letter to the Contract Unit at CSD, withdraw or modify a submitted Proposal before the deadline to submit Proposals. Proposals cannot be changed after the deadline to submit.

K. IMMATERIAL DEFECT

CSD may waive any immaterial defect or deviation contained in a Proposer's Proposal. CSD's waiver shall in no way modify the Proposal or excuse the successful Proposer from full compliance.

L. DISPOSITION OF PROPOSALS

Upon Proposal opening, all documents submitted in response to this NOFA will become the property of the State of California, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.

M. PROPOSER'S ADMONISHMENT

The NOFA contains the instructions governing the requirements for a firm quotation to be submitted by interested Proposers, the format in which the technical information is to be submitted, the material to be included, the requirements which must be met to be eligible for consideration, and Proposer responsibilities. Proposers must take the responsibility to carefully read the entire NOFA, ask appropriate questions in a timely manner, submit all required responses in a complete manner by the required date and time, make sure that all procedures and requirements of the NOFA are followed and appropriately addressed, and carefully reread the entire NOFA before submitting Proposal.

N. REJECTION OF PROPOSAL

Deviation, whether or not intentional, may cause a Proposal to be non-compliant and not considered for award. CSD may reject any or all Proposals and may waive any immaterial deviation or defect in a Proposal. CSD's waiver of any immaterial deviation or defect shall in no way modify the NOFA documents or excuse the Proposer from full compliance with the NOFA specifications if awarded a contract. Final Proposals not received by the date and time specified in the Key Activities and Dates or not sealed will be rejected.

O. PROTEST PROCEDURES

This Notice of the proposed award shall be posted in a public place in the office of the Department of Community Services and Development, 2389 Gateway Oaks Drive, Sacramento, 95833 and on CSD's Internet site at www.csd.ca.gov for five working days prior to final award.

An Intent to Protest letter from a Proposer must be received by the procurement representative cited on the solicitation no later than five (5) working days (excluding the first day and including the last day) from the date of the posting of Notice of Intent to Award. The Intent to Protest letter can be delivered by a postal service (United States Post Office, Federal Express, etc.), hand delivered by the Proposer, faxed, or sent by electronic mail and must bear the name and signature of the protestor.

Within ten (10) working days from the date the Department receives the Intent to Protest Letter, the protesting Proposer must file with the Department a Letter of Protest detailing the grounds for the protest. The only acceptable delivery method for the Letter of Protest is by a postal service (United States Post Office, Federal Express, etc.).

The Letter of Protest must describe the factors that support the protesting Proposer's claim that the protesting Proposer would have been awarded the contract had the Department correctly applied the prescribed evaluation rating standards in the NOFA or if Department had followed the evaluation and scoring methods in the NOFA. The Letter of Protest must identify specific information in the Proposal that the Proposer believes was overlooked or misinterpreted. The Letter of Protest may not provide any additional information that was not included in the original Proposal.

If a Letter of Protest is filed, the contract shall not be awarded until the Department has reviewed and resolved the protest.

The Director of the Department will render a decision of the Letter of Protest and the decision will be considered final.

P. AGREEMENT EXECUTION AND PERFORMANCE

Performance shall start on the date set by CSD and the Contractor after all approvals have been obtained and the agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, upon five (5) days written notice to the Contractor, CSD reserves the right to terminate the agreement. All performance under agreement shall be completed on or before the termination date of the agreement. A Sample Standard Agreement, **ATTACHMENT 14**, is attached for review. The Proposer who is awarded a contract will be required to sign a Standard Agreement and related documents.

10. ATTACHMENTS

Attachments 1 through 12 are required to be included with the Proposal, together with all required narrative sections in the Proposal,

Attachment 1: Required Submissions Checklist
Attachment 2: Proposal/Proposer Certification Sheet
Attachment 3: Secretary of State Registration, if applicable
Attachment 4: Minimum Qualifications Certification, with required attachments
Attachment 5: Fiscal Processes Certification
Attachment 6: Workplan Timeline
Attachment 7: Benefits Calculator Tool
Attachment 8: Budget Spreadsheet
Attachment 9: References Sheet
Attachment 10: Contractor Certification Clauses (CCC-307)
Attachment 11: Darfur Contracting Act Certification (if applicable)
Attachment 12: Certification of Financial Solvency for Non-Profit Organizations, if applicable

The following Attachments, 13 through 19, are not required submittals for the Proposal, but are reference materials useful to the Proposer.

Attachment 13: Proposal Scoring Criteria
Attachment 14: Sample of Standard Agreement Contract (STD 213) with Exhibits A through E
Attachment 15: Sample Payee Data Record (Std. 204)
Attachment 16: Intent to Bid Template
Attachment 17: CSD Procurement Policy
Attachment 18: CSD Conflict of Interest Policy
Attachment 19: Glossary of Terms

ATTACHMENT 1: REQUIRED SUBMISSION CHECKLIST

A responsive Proposal shall consist of an original copy of all the required items identified below. Proposers must submit one (1) original Proposal with all required attachments that meet the requirements for each region for which it is bidding, plus ten (10) paper copies of the Proposal with copies of all relevant attachments for each region (with the exception of Attachments 2-5 and 10-12 below). Complete this checklist by marking the box with an "X" for each item you are submitting to CSD.

	Form	Required Documents for Evaluation
☐	Proposal Requirement	Proposer Business Information and Cover Letter
☐	Attachment 1	Proposal Checklist
☐	Proposal Requirement 2	Project Team Description and Qualifications
☐		Project Organization Chart
☐		Resumes for all Proposed Team Members (Including Sub-Contractor Staff)
☐		Letter from LSE, if applicable
☐		Letters of Intent, if applicable
☐	Proposal Requirement 3	Proposer's Approach/Narrative
☐		Letters of Support, if applicable
☐	Proposal Requirement 4	Proposer's Workplan
☐	Attachment 6	Workplan Timeline
☐		Letter from Local Jurisdiction
☐		Letters of Intent
	Proposal Requirement 5	
☐	Attachment 7	Benefits Calculator Tool
☐	Proposal Requirement 6	Budget Narrative
☐	Attachment 8	Budget Spreadsheet
☐	Attachment 2	Proposal/Proposer Certification Sheet (Original copy only)
☐	Attachment 3	Secretary of State Registration, if applicable (Original copy only)
☐	Attachment 4	Minimum Qualifications Certification and required documentation (Original copies only)
☐	Attachment 5	Fiscal Processes Certification (Original copy only)
☐	Attachment 9	References Sheet

☐	Attachment 10	Contractor Certification Clauses – CCC 307
☐	Attachment 11	Darfur Contracting Act Certification, if applicable
☐	Attachment 12	Certification of Financial Solvency for Non-Profit Organizations (Original copy only, 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 in duplicate as required with **original signatures** by a representative authorized to bind the organization. **Facsimiles and signature stamps will be deemed non-compliant.** The Proposal and copies must be transmitted in a sealed package in accordance with NOFA instructions.

Place all required attachments with this certification sheet.

The signature affixed hereon and dated certifies compliance with all the requirements of this Proposal document. **An Unsigned Proposal Certification May Be Cause for Rejection.**

Company Name	**Telephone Number**
Address	**Fax Number**
Contact Name	**Title**
Authorized Signature	**Date**

ATTACHMENT 3: SECRETARY OF THE STATE REGISTRATION

If applicable, Proposer must provide evidence of registration with the Secretary of the State to do business in California. If the Proposer is a sole proprietorship, partnership, or corporation, the Proposer shall submit a copy of its current active status with the SOS Business Certification program.

The registration can be pending at the time of bid submission but must be complete by the time a contract is awarded. If the Proposer is a sole proprietorship, partnership, or corporation, the Proposer shall submit a copy of its current active status with the SOS Business Certification program.

ATTACHMENT 4: MINIMUM QUALIFICATIONS

I, _____, certify that _____ fulfills the following minimum qualifications and have attached documentation to verify each qualification as required:

Qualification	Please check appropriate boxes:
1. The Prime Proposer/Contractor eligibility is a: – 501 (c) (3) tax-exempt organization – Local government entity – Publicly Owned Utility – Community Development Finance Institution (must be a non-profit) – Community Development Corporation – Joint Powers Authority – Tribal Government – Community Choice Aggregator	☐ Yes ☐ No
2. The Proposer has included documentation with the proposal showing that Proposer is duly registered with the California Secretary of State; and proper certification for its status, if applicable. *For example, 501 (c)(3) tax-exempt organizations must provide IRS determination letter for its non-profit corporation status, and government entity must show that it is authorized under governing law to contract to provide services pursuant to this solicitation.*	☐ Yes ☐ No
3. The Proposer team is in good standing with all appropriate local and state oversight licensing authorities	☐ Yes ☐ No

Signed: _____ Date: _____

ATTACHMENT 5: FISCAL PROCESSES CERTIFICATION

Please complete the following self-certification:

I, _____, certify that _____ fulfills the following desired qualification:

1. Be able to demonstrate the soundness of the organization's fiscal processes involved in budgeting, subcontracting, and payroll management.

Signed: _____ Date: _____

ATTACHMENT 6: WORKPLAN TIMELINE

A detailed and completed Workplan Timeline shall be submitted as a part of the proposal, reflecting all tasks and steps that will be taken toward the completion of the project. In providing a Workplan, the Proposer shall detail each Task/Activity, including sub-tasks. Tasks/Activities shall be numbered in the first column and described in the second. Months may be shaded in to indicate how much time is estimated for each Task/Activity.

The template below is provided as an example, but an alternate format may be used, providing it accurately reflects the proposed activity and timeline necessary for the completion of each activity.

Workplan Timeline

Task/Activity #	**Task/Activity**	**Month 1**	**M2**	**M3**	**M4**	**….**							
1.0.0													
1.1.0													
1.1.1													
1.1.2													
2.0.0													
2.1.0													
3.0.0													
3.1.0													
3.1.1													
4.0.0													
4.1.0													
4.1.1													
5.0.0													
5.1.0													
6.0.0													
6.1.0													
6.2.0													
7.0.0													
7.1.0													
7.1.1													
7.1.2													

ATTACHMENT 7: BENEFITS CALCULATOR TOOL

The Proposer is responsible to fully complete and submit the Benefits Calculator Tool. The spreadsheet must be downloaded at: http://www.arb.ca.gov/cci-resources

CARB's CSD resources are available in this page's Clean Energy and Energy Efficiency section, CSD - Community Solar.

Links to these resources are also available at http://www.csd.ca.gov/liwp

ATTACHMENT 8: PROJECT BUDGET

The Proposer is responsible to fully complete and submit the Itemized Project Budget spreadsheet with the total dollar amounts. The spreadsheet must be downloaded at: http://www.csd.ca.gov/liwp

ATTACHMENT 9: REFERENCES SHEET

Please provide three references of organizations for which the Proposer or any subcontractors of the Proposer's Team has performed services outlined in this Solicitation within the past five years. One of the three references must be a reference for the prime Proposer that addresses prime Proposer's administration experience (understanding, experience, expertise, and capacity in administering projects similar in scope and size, and a record of success in administering the programs). One or more of the references must also address the key roles of the Proposer's or team member in marketing and service delivery. Proposers that cannot provide at least one reference for the prime Proposer will be deemed non-compliant and will not be eligible to receive an award. CSD will contact the provided references. CSD will make a reasonable attempt to contact the references, but it is the sole responsibility of the Proposer to ensure that the provided reference is available to respond in a timely manner.

Please type or print a list of the three references for which you have performed services. A negative reference check may result in rejection at the sole discretion of the CSD.

REFERENCE 1			
This reference is for:			
Name of Firm			
Street address	City	State	Zip
Contact Person	Phone		
Dates of service	Value or cost of service		
Brief description of service provided			

REFERENCE 2			
This reference is for:			
Name of Firm			
Street address	City	State	Zip
Contact Person	Phone		
Dates of service	Value or cost of service		

Brief description of service provided

REFERENCE 3

This reference is for:

Name of Firm			
Street address	City	State	Zip
Contact Person	Phone		
Dates of service	Value or cost of service		
Brief description of service provided			

If three references cannot be provided, please explain why:

ATTACHMENT 10: CONTRACT CERTIFICATION CLAUSES (CCC-307)

CCC-307

CERTIFICATION

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

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

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

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

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

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

      1) The dangers of drug abuse in the workplace;

      2) The person's or organization's policy of maintaining a drug-free workplace;

      3) Any available counseling, rehabilitation and employee assistance programs; and,

      4) Penalties that may be imposed upon employees for drug abuse violations.

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

1) Receive a copy of the company's drug-free workplace policy statement; and,

2) Agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

7. DOMESTIC PARTNERS: For contracts over $100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

   1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

   2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

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

   1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

   2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.
   https://www.dgsapps2.dgs.ca.gov/StatewideFormsWeb/Forms.aspx

ATTACHMENT 11: DARFUR CONTRACTING ACT CERTIFICATION (IF APPLICABLE)

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a Proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a Proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do **not** need to complete this form.

OPTION #1 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or Proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

Company/Vendor Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County and State of*

OPTION #2 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a Proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or Proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services 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.

Company/Vendor Name (Printed)	*Federal ID Number*
Initials of Submitter	
Printed Name and Title of Person Initialing	

ATTACHMENT 12: CERTIFICATION OF FINANCIAL SOLVENCY FOR NON-PROFIT ORGANIZATIONS

In compliance with the California Department of Community Services and Development (CSD) contracting protocols, the following certification is required by non-profit offerors submitting a proposal:

1. The applicant organization official with contracting authority certifies, to the best of his/her knowledge and belief, that the applicant organization is financially solvent, and will remain so during the life of any contract awarded. The official will notify the Department representative in writing of substantial solvency concerns such as depletion of cash reserve accounts, use of cash reserves to meet payroll obligations, inability to meet obligations for accounts payable, evidence of deteriorating accounts receivable collection, evidence of delinquency in payment of IRS or payroll taxes, evidence of fraud or mismanagement, co-mingling of accounts, and/or use of grant funds for non-grant purposes.

2. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the offeror/contractor made a false certification, CSD may, in addition to other remedies available terminate any contract issued.

Printed Name of Authorized Official _____

Signature/Date: _____/_____

Company Name: _____

Address: _____

City/State/Zip: _____

SSN or TIN: _____

ATTACHMENT 13: PROPOSAL SCORING CRITERIA

Stage 1: Compliance Check

Each proposal will be checked for the inclusion of required information in conformance with the submission requirements. Each proposal will also be reviewed to determine if the proposer team meets administrative compliance requirements. Proposers that meet all required criteria will begin the Proposal Evaluation Process. Proposers that fail any check will be deemed non-compliant and will not be eligible to receive an award.

Minimum Qualifications		
Criteria:	**Fail**	**Pass**
All required administrative documents are present and materially compliant with the general submission requirements of this NOFA (refer to Attachment 1 for The Proposal Checklist).	No	Yes
The Proposer demonstrates experience working in the community or region in which they are proposing a community solar project, and the Proposer's team has a current physical presence in the region.	No	Yes
Proposal clearly states amount of funding requested.	No	Yes
Proposal creates new energy generation offsetting existing electricity grid usage and benefits multiple property locations.	No	Yes
Proposal has a specific project and site identified.	No	Yes
Proposal includes land purchase costs.	Yes	No
Proposal will result in loss or conversion of agricultural lands, and an exception has not been requested.	Yes	No
Proposal indicates how proposed project is or will be compatible with regulatory and legal environment.	No	Yes

Proposal indicates whether the project has CEQA clearance for its site, if CEQA clearance will be required, and/or the timeline for review and approval.	No	Yes
Proposal demonstrates that the proposed projects are consistent with all relevant local and regional plans that have been adopted or amended within the last ten (10) years, including: – The local jurisdiction's General Plan. – Any Specific Plans or Community Plans that overlap with the proposed project area. – Any Climate Action Plan that overlaps with the proposed project area. – Any regional plans adopted by Metropolitan Planning Organizations, including the Sustainable Communities Strategy, that include the proposed project area.	No	Yes
RESULT:		

Stage 2: Technical Evaluation

I. Community Solar Pilot Proposal Review	
A. Proposer/Team Qualifications and Capacity (40 Points)	
Proposer & Team Experience:	
1. Proposal and **References** demonstrate an established **work history** administering and implementing community-focused solar, energy efficiency, or other clean energy programs <u>and</u> a physical presence and experience working within the community or region in which	1 – 3 Points = Proposal and References demonstrate Minimal experience administering and implementing community-focused solar, energy efficiency, or other clean energy programs and community ties within the region in which the solar project is proposed. 4 – 7 Points = Proposal and References demonstrate Minimal experience administering, and a Sufficient or higher level of experience implementing community-focused solar projects and community ties within the community or region in which the solar project is proposed. 8 – 12 Points = Proposal and References demonstrate Sufficient experience administering, and a Sufficient or higher level of experience implementing community-focused solar projects and community ties within the community or region in which the solar project is proposed.

the project is proposed. **(20 pts.)**	13 – 17 Points = Proposal and References demonstrate Substantial experience administering, and a Substantial or higher level of experience implementing community-focused solar projects and community ties within the community or region in which the solar project is proposed. 18 – 20 Points = Proposal and References demonstrate Superior experience administering and implementing community-focused solar projects and community ties within the community or region in which the solar project is proposed.
Development / Management Capacity:	
2. Proposal demonstrates **organizational capacity** to implement the community solar (CS) proposal, experience managing similar programs, the ability to manage the proposed CS project, and the necessary organizational structure including established roles and letters of commitment from the governing bodies of all team members **(14 pts.)**	0 Points = Proposal does not demonstrate the capacity and organizational structure and support to develop, oversee construction and manage the successful implementation and operation of the proposed community solar project. 1 – 3 Points = Proposal demonstrates Minimal capacity and organizational structure and support to develop, oversee construction and manage the successful implementation and operation of the proposed community solar project. 4 – 7 Points = Proposal demonstrates Sufficient capacity and organizational structure and support to develop, oversee construction and manage the successful implementation and operation of the proposed community solar project. 8 – 11 Points = Proposal demonstrates Substantial capacity and organizational structure and support to develop, oversee construction and manage the successful implementation and operation of the proposed community solar project. 12 – 14 Points = Proposal demonstrates Superior capacity and organizational structure and support to develop, oversee construction and manage the successful implementation and operation of the proposed community solar project.

Support from Electric Load-Serving Entity (LSE)	
3. Proposal demonstrates project support from an **Electric Load-Serving Entity (LSE) – (6 pts.)**	0 Points = No response was provided or Proposal neglected to provide a Letter of Support from an Electric LSE. 1 – 2 Points = Proposal demonstrates Minimal support and details from an Electric LSE through a general Letter of Support for the project or provides minimal details on a step-by-step plan to complete the LSE interconnection application process and to obtain compliance. 3 – 4 Points = Proposal demonstrates Strong commitment from an Electric LSE through a detailed Letter of Support for the project or provides sufficient details on a step-by-step plan to complete the LSE interconnection application process and to obtain compliance. 5 - 6 Points = Proposal demonstrates Superior commitment from an Electric LSE through a strong Letter of Support for the project or provides a strong/robust step-by-step plan to complete the LSE interconnection application process and to obtain compliance.
B. Facility and Participant Location (8 Points)	
Location of Array and Participants	
1.Site and Customer Considerations (8 points)	**Points are cumulative:** 3 Points = The generating facility is located within an AB 1550 low-income community or a disadvantaged community 3 Points = The project will serve residents of AB 1550 low-income communities or disadvantaged communities 2 Points = The facility and participant households are in proximity (100 miles radius)

C. Customer Enrollment and Service Plan (16 Points)	
Customer Enrollment	
1. Proposal provides details regarding energy generation, marketing and outreach plans, intake and eligibility verification, expected number of participating households, management of participant turnover and expected energy cost savings / impacts to individual participants **(8 pts.)**	0 Points = No response was provided or Proposal provided very minimal details regarding customer enrollment, benefits, participant eligibility and management of participant turnover. 1 – 2 Points = Proposal offers minimal details regarding customer enrollment and benefits, participant eligibility and management of participant turnover. 3 – 5 Points = Proposal provides a sufficient response and defined details regarding customer enrollment and benefits, participant eligibility and management of participant turnover. 6 – 8 Points = Proposal provides a very strong / robust response with well-defined details and plans for customer intake and eligibility, enrollment, provision of benefits, and managing participant turnover.
Customer Service Plan	
2. Proposal provides details on terms and conditions, including relevant protections for the low-income participants in the program, anticipated energy bill credits and electricity rates, Time-of-Use rates, transferring or relocating, how to terminate subscriptions, participant obligations and any other relevant consumer protections **(8 pts.)**	0 Points = No response was provided or Proposal offered very minimal details regarding customer protections for participants and in detailing production guarantees, ownership arrangements and allocation of electricity generated by the project. 1 – 2 Points = Proposal offered minimal details regarding customer protections for participants and in detailing production guarantees, ownership arrangements and allocation of electricity generated by the project. 3 – 5 Points = Proposal provides a sufficient response and defined details regarding customer protections for participants and in detailing production guarantees, ownership arrangements and allocation of electricity generated by the project. 6 – 8 Points = Proposal provides a strong / robust response with well-defined details regarding customer protections for participants and firm production guarantees, ownership arrangements and allocation of electricity generated by the project.

D. Energy Cost Benefits for Low-Income Participants (32 Points)	
Energy Cost Benefits	
1. Proposal describes energy benefit distribution for participating low-income residents (**32 pts.**)	• CSD will evaluate total energy cost benefits to low-income participants per California Climate Investments dollars awarded and score proposals based on an indexed approach. • To compare energy cost benefits, only the proposal offering the highest total energy cost benefits will earn the maximum component points. Other proposals are awarded a percentage of the maximum points available based on a comparison of their energy cost benefits to the energy cost benefits in the proposal awarded the maximum points. 0 – 32 points awarded per indexing approach described by example below*
E. Community Engagement Plan (10 Points)	
1. Proposal describes efforts to conduct outreach to community stakeholders and residents to solicit ideas and input for proposed CS project and plans to continue outreach, engagement and involvement in the project. **(10 Points)**	0 Points = No response was provided. 1 – 3 Points = Proposal demonstrates Minimal efforts at community engagement and limited plans to engage further. 4 – 6 Points = Proposal demonstrates a moderate to sufficient effort at conducting community engagement activities and establishes defined plans for additional engagement. 7 – 8 Points = Proposal provides details on a strong effort at community engagement activities, community support for the proposed project and a well-defined plan to continue engagement and involvement with the community during development, construction, implementation and ongoing operation of the project. 9 – 10 Points = Proposal provides details on a strong to superior effort at community engagement activities, community support for the proposed project and a well-defined plan to continue engagement and involvement with the community during development, construction, implementation and ongoing operation of the project.

F. Project Burdens and Co-Benefits (20 Points)	
Project Burdens	
1. Proposal identifies potential burdens that may be created by the proposed project(s) and how substantial burdens will be avoided (**5 Pts.**)	0 Points = No response was provided or Proposal failed to identify and mitigate potential burdens that may be caused by the proposed project. 1 Point = Proposal demonstrates minimal attempts to identify and avoid potential substantial burdens that may be caused by the proposed project. 2 Points = Proposal adequately identifies and proposes strategies to avoid potential substantial burdens that may be caused by the proposed project. 3 – 4 Points = Proposal thoroughly identifies and proposes reasonable strategies to avoid potential substantial burdens that may be caused by the proposed project. 5 Points = Proposal provides considerable detail related to the identification of potential burdens and proposes a robust strategy to avoid potential substantial burdens that may be caused by the proposed project.
Co-Benefits	
2. Proposal identifies co-benefits to be achieved through the project. (**15 Pts.**)	0 Points = No response was provided, or Proposal failed to identify potential co-benefits. 1 – 3 Points = Proposal identifies minimal co-benefits that will be achieved by the proposed project, and has a poorly defined process to evaluate and report on co-benefits. 4 – 6 Points = Proposal adequately identifies co-benefits that will be achieved by the proposed project, and has provided basic details on the evaluation and reporting process for co-benefits.

	7 – 11 Points = Proposal provides thorough, well-thought out details on a significant number of identified co-benefits and has a thorough evaluation and reporting process for co-benefits planned. 12 – 15 Points = Proposal provides considerable detail on a substantial number of co-benefits that will be achieved by the proposed project and has a robust evaluation and reporting protocol for these co-benefits.
G. Workplan and Timeline (20 Points)	
Workplan:	
1. Proposal provides a credible **Workplan** that ensures solar PV energy generation and delivery of benefits would be achievable during the contract term (**12 Points**)	0 Points = No response was provided or Proposal does not provide details that indicate a comprehensive workplan has been established. 1 – 3 Points = Proposal provides limited detail on the workplan, but fails to address a number of key requirements and workplan is lacking a seamless and comprehensive approach and does not appear feasible. 4 – 6 Points = Proposal provides sufficient detail on the workplan and addresses many of the key project elements, but does not provide a fully comprehensive response on important workplan items and feasibility. 7 - 9 Points = Proposal provides substantial detail on the workplan and addresses most of the items required, including feasibility, but the approach is not fully comprehensive. 10 – 12 Points = Proposal provides a well-defined and detailed workplan that includes all required items for the project to be successful. The approach appears to be both comprehensive and feasible.
Timeline:	
2. Proposal provides a credible **Timeline** that ensures solar PV energy generation and delivery of benefits would be	0 Points = No response was provided or Proposal does not provide details that indicate a comprehensive timeline has been established.

achievable during the contract term (**8 Points**)	1 – 2 Points = Proposal provides some detail on timeline, but have fails to address key requirements, and timeline is lacking a seamless and comprehensive approach. 3 – 4 Points = Proposal provides sufficient detail on timeline and addresses many of the key project elements but does not provide a fully comprehensive response on important timeline elements. 5 - 6 Points = Proposal provides substantial detail on the timeline and addresses most of the items required, including feasibility, but the approach is not fully comprehensive. 7 – 8 Points = Proposal provides a well-defined and detailed timeline that includes all required items for the project to be successful. The approach appears to be both comprehensive and feasible.
H. GHG Reductions (40 Points)	
1. Proposal includes the required Community Solar Calculator Tool for the proposed project (**40 Pts.)**	• Evaluation of GHG emission reductions will be based on total GHG emission reductions from the portion of energy generated that is dedicated to low-income households per total California Climate Investments funds requested (MTCO2e/$). • Only the Proposal offering the most cost effective GHG emission reductions (in MTCO2e reduced per dollar) will earn the maximum component points. • Other proposals are awarded a percentage of the maximum points available based on a comparison of the cost-effectiveness of the GHG emission reductions to the cost-effectiveness of the GHG emission reductions in the proposal awarded the maximum points. 0 – 40 points awarded per indexing approach described in example below*

I. Project Budget, Operating Budget (Income and Expenses) and Budget Narrative (14 Points)	
Project Budget	
1. Proposal includes **Project Budgets** that detail all relevant project costs for construction and post-construction such as: installation, equipment, and material / miscellaneous costs, loaded salary costs (inclusive of direct, fringe and indirect costs), subcontractor costs and administrative / indirect costs. (**5 pts.)**	0 Points = No response was provided or Proposal did not include completed Project Budget Templates and / or includes budgeted costs that are not allowable in the CS Pilot. 1 Point = Proposal includes Project Budget Template/s that is not fully completed, and / or has not accounted for Other Project Funding. 2 - 3 Points = Proposal includes a mostly complete Project Budget Template/s, but neglects to fully describe or provide complete details on budgeted items and / or has insufficiently described or accounted for some expenses budgeted for the project or Other Project Funding. 4- 5 Points = Proposal includes a thoroughly complete Project Budget Template/s, and has provided a fully-detailed description for all budgeted items, and details for all funding sources included in the project.
Operating Budget (Revenue & Expenses)	
2. Project Budget/s include a completed Revenue, O&M and Other Costs tab that includes all revenues and expenses annualized over the life of the project. (**5 pts.**)	0 Points = No response was provided or Proposal did not include a completed Revenue, O&M and Other Costs tab in the Project Budget Templates. 1 Point = Proposal includes a Revenue, O&M and Other Costs tab that is not fully completed and / or the project appears financially infeasible. 2 - 3 Points = Proposal includes a completed Revenue, O&M and Other Costs tab in the Project Budget Template, but has neglected to account for the full life of the project, and / or has not fully accounted for or described complete details on budgeted items for the project. 4 - 5 Points = Proposal includes a thoroughly completed Revenue, O&M and Other Costs tab in the Project Budget Template, and provides a fully-detailed accounting for all budgeted items for the life of the project.

Budget Narrative	
3. Proposal provides a thorough **Budget Narrative** that details budget line items, the operational plan, allocations to partners and subcontractors and any plans to apply for or attract additional funding. (**4 pts.**)	0 Points = No response was provided or Proposal includes a minimally completed Budget Narrative describing itemized budget line items. 1 Point = Proposal includes a partially complete Budget Narrative, but narrative does not provide details on all itemized budgeted line items and / or provides incomplete information regarding awards, grants, tax strategies or other subsidies available to the project, and generation revenue and benefits. 2 Points = Proposal provides an adequately completed Budget Narrative, and some level of detailed information on itemized budgeted line items, awards, grants, tax strategies and / or other subsidies available to the project, and generation revenue and benefits. 3 Points = Proposal provides a complete Budget Narrative, and good detail on itemized budgeted line items, awards, grants, tax strategies and / or other subsidies available to the project, and generation revenue and benefits. 4 Points = Proposal provides an extensive, thoroughly detailed and complete Budget Narrative that includes very detailed information on itemized budget line items, awards, grants, tax strategies and / or other subsidies available to the project, and generation revenue and benefits.

* Example of Cost Comparison Indexing:		
Proposer	MTCO2e reduced per dollar	Most Cost-Effective Bid = Maximum points 40 Other Bids /Current Bid x 40 = points
A	.01	.01 ÷ .02 x 40 = 20 points.
B	.017	.017 ÷ .02 x 40 = 34 points
C	.02	Most Cost-Effective Bid = Maximum of 40 points

ATTACHMENT 14: SAMPLE STANDARD AGREEMENT (STD 213)

With Standard Exhibits C through D

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev 06/03)

	AGREEMENT NUMBER
	REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Department of Community Services and Development

CONTRACTOR'S NAME

2. The term of this Agreement is: throug

3. The maximum amount of this Agreement is: $

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.

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provisions

Exhibit C* – General Terms and Conditions

Check mark one item below as Exhibit D:

☒ Exhibit - D Special Terms and Conditions (Attached hereto as part of this agreement)

☐ Exhibit - D* Special Terms and Conditions

Exhibit E – Additional Provisions

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

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		***California Department of General Services Use Only***
CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)*		
BY *(Authorized Signature)*	DATE SIGNED*(Do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME California Department of Community Services and Development		
BY *(Authorized Signature)*	DATE SIGNED*(Do not type)*	
PRINTED NAME AND TITLE OF PERSON SIGNING		☒ Exempt per: W&I 5897(e)
ADDRESS		

EXHIBIT C – GENERAL TERMS AND CONDITIONS – GTC 04/2017

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR*:* Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code. 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS**:**

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D – SPECIAL TERMS AND CONDITIONS

1. SUBCONTRACTS

Except for subcontracts identified in the Proposal in accordance with the Request for Proposal, Contractor shall submit any subcontracts which are proposed to be entered into in connection with this Contract to the State Agency (State) for its prior written approval before entering into the same. No work shall be subcontracted without the prior written approval of the State. Upon the termination of any subcontract, State shall be notified immediately. Any subcontract shall include all the terms and conditions of this Contract and its attachments.

2. PUBLICATIONS AND REPORTS

A. The State reserves the right to use and reproduce all publications, reports, and data produced and delivered pursuant to this Contract. State further reserves the right to authorize others to use or reproduce such materials, provided the author of the report is acknowledged in any such use or reproduction.

B. If the publication and/or report are prepared by non-employees of the State, and the total cost for such preparation exceeds $5,000, the publication and/or report shall contain the numbers and dollar amounts of all contracts and subcontracts relating to the preparation of the publication and report in a separate section of the report (Government Code Section 7550).

3. PROGRESS REPORTS

Unless otherwise specified in Exhibit A, if progress reports are required by the Contract, Contractor shall provide a progress report in writing, or orally if approved by the State Contract Manager, at least once a month to the State Contract Manager. This progress report shall include, but not limited to, a statement that the Contractor is or is not on schedule, any pertinent reports, or interim findings. Contractor shall cooperate with and shall be available to meet with the State to discuss any difficulties, or special problems, so that solutions or remedies can be developed as soon as possible.

4. PRESENTATION

Upon request, Contractor shall meet with the State to present any findings, conclusions, and recommendations required by the Contract for approval. If set forth in the Contract, Contractor shall submit a comprehensive final report for approval. Both the final meeting and the final report shall be completed on or before the date indicated in the Contract.

5. CONFIDENTIALITY OF DATA AND DOCUMENTS

A. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of the State Contract Manager. However, all public entities shall comply with California Public Records Act

(Government Code Sections 6250 et seq.) and the Freedom of Information Act (Title 5 of the United States Code Section 552), as applicable.

B. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasions except as otherwise provided in the Contract or required by law.
C. Contractor shall not comment publicly to the press or any other media regarding the data or documents generated, collected, or produced in connection with this contract, or the State's actions on the same, except to the Department of Community Services and Development staff, Contractor's own personnel involved in the performance of this Contract, or as required by law.
D. If requested by State, Contractor shall require each of its employees or officers who will be involved in the performance of this Contract to agree to the above terms in a form to be approved by State and shall supply State with evidence thereof.
E. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.
F. After any data or documents submitted has become a part of the public records of the State, Contractor may at its own expense and upon written approval by the State Contract Manager, publish or utilize the same data or documents but shall include the following Notice:

LEGAL NOTICE

This report was prepared as an account of work sponsored by the Department of Community Services and Development (CSD), but does not necessarily represent the views of the CSD or any of its employees except to the extent, if any, that it has formally been approved by the CSD. For information regarding any such action, communicate directly with the CSD at 2389 Gateway Oaks Drive, Suite 100, Sacramento, California 95833. Neither the CSD nor the State of California, nor any officer or employee thereof, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein, would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

6. PROVISIONS RELATING TO DATA

A. "Data" as used in this Contract means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any

deliverable document called for by this Contract. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical modes, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.

B. "Generated data" is that data, which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Contract. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Contract at State expense, together with complete documentation thereof, shall be treated in the same manner as generated data.

C. "Deliverable data" is that data which under terms of this Contract is required to be delivered to the State. Such data shall be property of the State.

D. Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify the State of any such contemplated action; and State may within 30 days of said notification determine whether or not this data shall be further preserved. The State shall pay the expense of further preserving this data. State shall have unrestricted reasonable access to the data that is preserved in accordance with this Contract.

E. Contractor shall use best efforts to furnish competent witnesses to identify such competent witnesses to testify in any court of law regarding data used in or generated under the performance of this Contract.

7. APPROVAL OF PRODUCT

Unless otherwise specified in Exhibit A, each product to be approved under this Contract shall be approved by the Contract Manager. The State's determination as to satisfactory work shall be final absent fraud or mistake.

8. SUBSTITUTIONS

Contractor's key personnel as indicated in its Proposal may not be substituted without Contract Manager's prior written approval.

9. NOTICE

Notice to either party shall be given by first class mail properly addressed, postage fully prepaid, to the address beneath the name of each respective party. Such notice shall be effective when received as indicated by post office records or if deemed undeliverable by post office, such notice shall be effective nevertheless 15 days after mailing. Alternatively, notice may be given by personal delivery by any means whatsoever to the party, and such notice shall be deemed effective when delivered.

10. WAIVER

No waiver of any breach of this Contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Contract shall be taken and construed as cumulative; that is, in addition to every other remedy provided therein or by law. The failure of State to enforce at any time the provisions of this Contract, or to require at any time performance by the Contractor of any of the provisions, shall in no way be construed to be a waiver of such provisions not to affect the validity of this Contract or the right of State to enforce said provisions.

11. GRATUITIES AND CONTINGENCY FEES

The State, by written notice to the Contractor, may terminate the right of Contractor to proceed under this Contract if it is found, after notice and hearing by the State, that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the State with a view toward securing a contract or securing favorable treatment with respect to the awarding, amending, or performing of such contract.

In the event this Contract is terminated as provided in the paragraph above, State shall be entitled (a) to pursue the same remedies against Contractor as it could pursue in the event of the breach of the Contract by the Contractor, and (b) as a predetermined amount of liquidated damages, to exemplary damages in an amount which shall not be less than three times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.

The rights and remedies of the State provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

The Contractor warrants by execution of this Contract that no person or selling agency has been employed or retained to solicit or secure this Contract for a commission, percentage, brokerage or contingent fee, excepting bona fide employees of Contractor, for the purpose of securing business. For breach or violation of this warranty, the State shall have the right to annul this Contract without liability, paying only for the values of the work actually returned, or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

12. WORKERS' COMPENSATION

Contractor hereby warrants that it carries and shall maintain in full force and effect during the full term of this contract and any extensions to said term, sufficient and adequate

Worker's Compensation Insurance for all of its employees who shall be engaged in the performance of this Contract and agrees to furnish to State satisfactory evidence thereof at any time the State may request the same.

13. CONTRACT IS COMPLETE

Other than as specified herein, no document or communication passing between the parties hereto shall be deemed a part of this Contract.

14. CAPTIONS

The clause headings appearing in this Contract have been inserted for the purpose of convenience and ready reference. They do not purport to and shall not be deemed to define, limit or extend the scope or intent of the clauses to which they pertain.

15. PUBLIC HEARINGS

If public hearings on the subject matter dealt with in this Contract are held within one year from the contract expiration date, Contractor shall make available to testify the personnel assigned to this Contract at the hourly rates specified in the Contractor's proposed budget. State shall reimburse Contractor for travel of said personnel at the contract rates for such testimony as may be requested by State.

16. DVBE

Unless specifically waived by the Executive Director of the CSD, the Contractor shall comply with the Disabled Veteran Business Enterprises participation goal in accordance with the provisions of Public Contract Code Section 10115 et seq.

17. FORCE MAJEURE

Neither the State nor the Contractor shall be deemed to be in default in the performance of the terms of this Contract if either party is prevented from performing the terms of this Contract by causes beyond its control, including without being limited to: acts of God; interference, rulings or decision by municipal, Federal, State or other governmental agencies, boards or commissions; any laws and/or regulations of such municipal, State, Federal, or other governmental bodies; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall immediately give the other party written notice of the cause of delay. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable.

18. PERMITS AND LICENSES

The Contractor shall procure and keep in full force and effect during the term of this Contract all permits, registrations and licenses necessary to accomplish the work specified

in this Contract, and give all notices necessary and incident to the lawful prosecution of the work.

The Contractor shall keep informed of, observe, comply with, and cause all of its agents and employees to observe and to comply with all prevailing Federal, State, and local laws, and rules and regulations made pursuant to said Federal, State, and local laws, which in any way affect the conduct of the work of this Contract. If any conflict arises between provisions of the plans and specifications and any such law above referred to, then the Contractor shall immediately notify the State in writing.

19. LITIGATION

The State, promptly after receiving notice thereof, shall notify the Contractor in writing of the commencement of any claim, suit, or action against the State or its officers or employees for which the contractor must provide indemnification under this Contract. The failure of the State to give such notice, information, authorization or assistance shall not relieve the Contractor of its indemnification obligations. The Contractor shall immediately notify the State of any claim or action against it which affects, or may affect, this Contract, the terms and conditions hereunder, or the State, and shall take such action with respect to said claim or action which is consistent with the terms of this Contract and the interest of the State.

20. DISPUTES

Contractor shall first discuss and attempt to resolve any dispute arising under or relating to the performance of this Contract, which is not disposed of by the Contract, informally with the State Contract Manager. If the dispute cannot be disposed of at this level, then the dispute shall be decided by CSD's Director. All issues pertaining to this dispute shall be submitted in written statements and addressed to the Director, CSD, 2389 Gateway Oaks Drive, Suite 100, Sacramento, CA 95833. Such written notice must contain the Contract Number. The decision of the Director of CSD shall be final and binding to all parties. Within ten days of receipt of the written grievance report from the Contractor, the Director, or his/her designee, shall meet with the Contractor and Project Manager for the purposes of resolving the dispute. The decision of the Director shall be final. During the dispute process the Contractor shall proceed diligently with the performance of the Contract. Neither the pendency of a dispute, nor its consideration by the Director, shall excuse the Contractor from full and timely performance of the services required in accordance with the terms of the contract.

Notwithstanding any other provisions of this Contract, after recourse to the procedure set forth in the paragraph above, any controversy or claim arising out of or relating to this

Contract or breach thereof shall be settled by arbitration at the election of either party in accordance with California Public Contract Code Section 10240 et. seq. and judgment upon the award rendered by the arbitration may be entered in any court having jurisdiction thereof.

21. EVALUATION OF CONTRACTOR'S PERFORMANCE

The Contractor's performance under this Contract shall be evaluated by the State after completion of the contract. A copy of the written evaluation shall be maintained in the contract file and may be submitted to the Office of Legal Services, Department of General Services.

22. CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS

A. The Contractor shall comply with applicable laws and regulations, including but not limited to Sections 14100.2 and 5328 et seq. of the Welfare and Institutions Code, Section 431.300 et seq. of Title 42, Code of Federal Regulations, and the Health Insurance Portability and Accountability Act (HIPAA), and it's implementing regulations (including but not limited to Title 45, CFR, Parts 160, 162 and 164) regarding the confidentiality and security of individually identifiable health information (IIHI).
B. Nondisclosure. Contractor shall not use or disclose confidential, individually identifiable, or sensitive information other than as permitted or required by the Contract and as permitted or required by law.

23. AUDITS, INSPECTION AND ENFORCEMENT

A. From time to time, the State may inspect the facilities, systems, books and records of Contractor to monitor compliance with the Contract.
B. Contractor shall promptly remedy any violation of any provision of the Contract and shall certify the same to the CSD in writing.
C. The fact that the State inspects, or fails to inspect, or has the right to inspect Contractor's facilities, systems, and procedures does not relieve Contractor of its responsibility to comply with the Contract.
D. The State's failure to detect or the State's detection of any unsatisfactory practices, but failure to notify Contractor or require Contractor's remediation of the unsatisfactory practices does not constitute acceptance of such practice or a waiver of the State's enforcement rights under the Contract.

24. USE OF STATE FUNDS

Contractor, including its officers and members, shall not use funds received from the CSD pursuant to this contract to support or pay for costs or expenses related to the following:

A. Campaigning or other partisan activities to advocate for either the election or defeat of any candidate for elective office, or for or against the passage of any proposition or ballot measure; or,
B. Lobbying for either the passage or defeat of any legislation.

This provision is not intended and shall not be construed to limit any expression of a view, opinion, or position of any member of Contractor as an individual or private citizens, as long as state funds are not used; nor does this provision limit Contractor from merely reporting the results of a poll or survey of its membership.

ATTACHMENT 15: SAMPLE PAYEE DATA RECORD (STD 204)

This form is available at: https://www.dgsapps2.dgs.ca.gov/StatewideFormsWeb/Forms.aspx

ATTACHMENT 16: INTENT TO BID TEMPLATE

Optional Notice of Intent to Bid

For

Notice of Funding Availability – LIWP Community Solar Pilot Program

Proposer must complete and return this form by August 31, 2018 at 5:00 PM Pacific Time to Tina.Schaffer@csd,ca,gov. Only the Prime Proposer of the Proposer Team should submit an Intent to Bid form. Subcontractors on the team will not have to submit a form or be a part of the Prime Proposer's form.

Will you be responding? ☐ YES ☐ NO

Company Name:_____

Name:_____ Title:_____

Address:_____

_____

Telephone:_____ Email:_____

Fax:_____ Website:_____

If not responding, reason for not doing so:_____

_____

_____

_____

ATTACHMENT 17: CSD PROCUREMENT POLICY

General

Except as otherwise provided herein, the procurement of goods, services, and information technology by the Department of Community Services and Development (CSD) shall be conducted in compliance with the Public Contract Code (PCC), and the State Contracting Manual (SCM).

Procurement of Regional Administrators (RAs) and Program Administrators

The services of RAs and Program Administers shall be procured under local assistance/subvention agreements and in compliance with SCM § 3.17, which are exempt from Department of General Services (DGS) review, in accordance with published opinions of the Attorney General of the State of California, as referenced in SCM § 4.06. CSD shall, in developing and implementing a solicitation, invitation for bid, or request for proposal (RFP), ensure a transparent, fair, and competitive process with full accountability, taking such steps as are reasonably necessary to avoid conflicts of interest and unfair advantage.

While the RFP process shall incorporate a price or cost component, contracts are not necessarily awarded to the lowest bidder. Experience, demonstrated productive capacity, and a proven ability to attain program objectives in a cost-effective manner shall be considered in the selection process. Adequate cost control mechanisms and processes for ensuring the necessity and reasonableness of costs incurred shall be incorporated into contract requirements.

In RFP documentation CSD set forth clear and detailed selection criteria and scoring mechanisms used to make the contractor selection. CSD's selection decision shall be posted in the official Notice of Intent to Award, as provided in the solicitation. All documentation in the Department's procurement file, including proposals submitted, is public information and shall be accessible to the public in accordance with State law.

Re-Procurement and Negotiations

In the event CSD determines that no proposer has submitted a proposal sufficient to enter into a contract that meets the requirements of the official program guidelines, the program objectives and purposes, or that is sufficiently cost effective to meet the needs, requirements, and interests of the State, CSD may, at its sole option, reject all bids, amend the solicitation and reissue the RFP. In the alternative, CSD may enter into negotiation with the qualified, conforming bidder that received the highest score in the procurement and agree to such changes and amendments to the proposal as meets the State's requirements, which amended proposal shall form the basis for a subsequent contract. In the event two or more proposals are inadequate but closely scored, CSD may, at its sole

option, enter into negotiations with multiple proposers to obtain the most favorable agreement for the State. CSD shall issue a Notice of Intent to Award after any successful negotiation.

Conflicts of Interest

Because of CSD's many relationships with industry consultants, previous, and existing contractors, the Department is sensitive to potential conflicts of interest which may impact the fairness of solicitations, the procurement process, and subsequent contract implementation. In the interest of transparency and to avoid undue advantage to some potential proposers or sub-proposers, CSD has established special conflict of interest procedures and requirements as set forth in its "Conflicts of Interest Guidelines." All proposers and their affiliated entities should be familiar with the policy before submitting any proposal to CSD.

Award Protest Process

Proposers may contest an intent to award issued by CSD by submitting a protest letter, which must be received by the procurement representative, referenced in the solicitation, no later than five working days (excluding the first day and including the last day) from the date of the posting of Notice of Intent to Award. The intent to protest letter may be delivered by the postal service (United States Post Office) by delivery service, (Federal Express, UPS, etc.), hand delivered by the protesting Proposer, faxed, or sent by electronic mail, and must bear the name and an authorized signature of the protesting Proposer.

Within ten working days from the date CSD receives the intent to protest letter, the protesting Proposer must file with the Department a letter of protest detailing the grounds for the protest. The only acceptable delivery method for the Letter of Protest is by the postal service (United States Post Office) or by delivery service, (Federal Express, UPS, etc.) and must bear the name and authorized signature of the protestor.

The only grounds sufficient to sustain a protest are that had CSD correctly applied the prescribed evaluation rating standards in the solicitation or RFP, or if the Department had followed the evaluation and scoring methods in the solicitation or RFP, the protesting Proposer would have prevailed. The Letter of Protest must identify specific information in the Proposal that the protesting Proposer believes was overlooked or misinterpreted. The Letter of Protest may not provide any additional information that was not included in the original Proposal.

If a Letter of Protest is filed, the contract shall not be awarded until CSD's Director has reviewed and evaluated the protest. The Director shall, in a timely manner, determine whether the Notice of Intent to Award shall be sustained as issued, or if it should be amended. Notice of the decision shall be posted.

If the notice is amended, resulting in a change in the awardee, the original awardee must be notified and given, if requested, ten working days, as described above, to show that the Department erred in amending the award. In the event of such secondary protest, the Director shall render a decision, which shall be considered final upon issuance.

ATTACHMENT 18: CSD PROCUREMENT - CONFLICTS OF INTEREST GUIDELINES

Purpose

These guidelines are issued by the Department of Community Services and Development (CSD) to prevent, avoid, or mitigate potential conflicts of interest as defined in this document. The guidelines shall apply to all procurements to provide Proposers, sub-Proposers and affiliated parties, as well as former and existing CSD consultants and contractors, guidance on the Department's conflict of interest policy, requirements, and procedures.

Disqualification

Former or existing CSD consultants and contractors shall be deemed to have disqualifying conflicts of interest and may not be issued contracts by CSD or subcontracts by a prime contractor/proposer consequent solicitations or procurements, if the CSD consultant or contractor had decision-making authority, or significant substantive influence over Departmental policy decisions concerning the program design, program requirements, service delivery, and the preparation and implementation of requests for proposal (RFPs), project oversight, and contract compliance, to include quality assurance, project inspections and the like.

CSD consultants that have previously provided, or presently provide, technical information and analyses or industry data studies and reports in support of CSD decision-makers, but that have no decision-making authority or significant recommendatory influence over decisions, shall not be disqualified from participation in any solicitation or procurement. Similarly, CSD contractors that have participated in program reviews, assessments, workshops, surveys, and other evaluative activities in connection with past or present CSD programs that could impact decisions of the type referenced above, but that have had no decision-making authority or significant recommendatory influence over such decisions, shall not be disqualified from participation in any solicitation or procurement.

In all cases, the critical consideration for disqualification is whether the CSD consultant or contractor, by a past or present relationship with CSD, has gained an unfair advantage, vis-à-vis other Proposers or participants in any solicitation or procurement. Experience working with CSD, in and of itself, shall not be the basis for a determination of disqualification.

Requirements

Any past or present CSD consultant or contractor who participates in a solicitation or procurement as a Proposer, sub-Proposer, or sub-contractor of a prime contractor/ Proposer must submit a conflict of interest disclosure statement with any proposal or bid in connection with a solicitation or procurement in which the consultant or contractor intends to participate. The Proposer is responsible for ensuring that all required disclosure statements of the Proposer's affiliated entities are included in each proposal or bid submitted. The disclosure statement shall contain the following information:

- Name of declarant;
- Name of Proposer/ prime contractor;

- Title of solicitation(s)/procurement(s) involved;
- Nature of the declarant's relationship with CSD;
- Timeframe (dates);
- Brief description of declarant's legal relationship/activities in connection with CSD and/or services rendered to CSD;
- Basis or rationale for determination that declarant's relationship with CSD is not disqualifying, including circumstances or measures undertaken to avoid, neutralize or mitigate potential conflicts of interest, if any; and
- Signature of responsible official of declarant and date signed.

All conflict of interest disclosure statements received by CSD shall be maintained in the procurement file, posted in the bidder's library upon receipt, or otherwise made available for public inspection.

Post-award Requirements

After an award is made, CSD consultants and contractors that enter into contracts or otherwise affiliate with a successful Proposer/prime contractor in connection with a completed solicitation or procurement must submit a conflict of interest disclosure statement to CSD, upon entering into such affiliation.

Enforcement

The failure of any Proposer, sub-Proposer, and/or subcontractor to comply with these guidelines may constitute grounds for disqualification or contract termination.

ATTACHMENT 19: GLOSSARY OF TERMS

Awardee – A Community Solar Prime Proposer selected to enter a contract with CSD and receive funding to implement a community solar project in compliance with contract terms and conditions.

California Independent System Operator (CAISO) – The nonprofit public benefit corporation that manages the flow of electricity across the high-voltage, long-distance power lines that make up 80 percent of California's and a small part of Nevada's grid. CAISO grants equal access to transmission lines and coordinates competing and diverse energy resources into the grid where it is distributed to consumers. It also operates a competitive wholesale power market designed to promote a broad range of resources at lower prices.

Categorical Eligibility – A determination that certain households will be eligible to participate without consideration of income or resources, based on their participation in a program that has income standards comparable to AB 1550's definition of low-income households

CalEnviroScreen – A tool developed by the Office of Environmental Health Hazard Assessment (OEHHA) under CalEPA's guidance to assess areas that are disproportionately affected by multiple types of pollution and areas with vulnerable populations. CalEnviroScreen includes numerous indicators in two broad categories: "Pollution Burden," which includes exposures and environmental effects; and "Population Characteristics," which includes sensitive populations and socioeconomic factors. The indicator scores are combined for each census tract to determine an overall CalEnviroScreen score. The higher the score, the greater the impact.

Community Choice Aggregation (CCA) – Allows local governments and some special districts to pool (or aggregate) their electricity load in order to purchase and/or develop power on behalf of their residents, businesses, and municipal accounts. Operated by Community Choice Aggregators, CCA is an energy supply model that works in partnership with the region's existing utility, which continues to deliver power, maintain the grid, provide consolidated billing, and other customer services.

Community Solar Facility(ies) – Refers to the solar power generation arrays constructed and serving community solar customers.

Community Solar Pilot – Refers to CSD's allocation of $5 million and the community solar projects receiving funds to test models for delivering community solar energy to eligible low-income households in California.

Community Solar Project – Refers to a project that is awarded Community Solar Pilot funds to develop and operate a solar generating facility that commits all or a portion of its solar production to benefit eligible households.

Disadvantaged Communities – Census tracts identified by the Secretary for Environmental Protection at CalEPA, as required by state law, based on geographic, socioeconomic, public health, and environmental hazard criteria. The criteria may include, but are not limited to:

- Areas disproportionately affected by environmental pollution and other hazards that can lead to negative public health effects, exposure, or environmental degradation.
- Areas with concentrations of people that are of low-income, high unemployment, low levels of homeownership, high rent burden, sensitive populations, or low levels of educational attainment.

To meet the statutory mandate, CalEPA uses a tool called CalEnviroScreen to help identify disadvantaged communities for the purpose of AB 1550 investments.

Electric Load-Serving Entities (LSEs) – Includes IOUs, POUs, Rural Electric Cooperatives, Community Choice Aggregators and Electric Service Providers. A complete list of LSEs in California is available at: http://www.energy.ca.gov/almanac/electricity_data/utilities.html

Investor-Owned Utilities (IOUs) – Private electricity and natural gas providers. The California Public Utilities Commission (CPUC) oversees IOUs. Pacific Gas and Electric, San Diego Gas and Electric, and Southern California Edison comprise approximately three quarters of electricity supply in California.

Low-Income Communities – AB 1550 defines "low-income communities" as those census tracts with: 1) median household incomes at or below 80 percent of the statewide median income; or 2) median household incomes at or below the threshold designated as low-income by Department of Housing and Community Development's State Income Limits (HCD State Income Limits). Census tracts that satisfy either of these definitions are identified as "low-income" for the purpose of AB 1550 implementation.

Low-Income Households – AB 1550 defines "low-income households" as those with: 1) a household income at or below 80 percent of the statewide median income, or; 2) a household income at or below the threshold designated as low-income by the Department of Housing and Community Development in its annual State Income Limits letter (adopted pursuant to the Health and Safety Code Section 50093). See:
http://www.hcd.ca.gov/grants-funding/income-limits/state-and-federal-income-limits.shtml

Publicly Owned Utilities (POUs) – POUs are subject to local public control and regulation. POUs are organized in various forms including municipal districts, city departments, irrigation districts, or rural cooperatives. Municipal districts may include territories outside city limits or may not even serve the entire city. Cooperatives are owned by the customers they serve usually in rural areas. There are more than 40 POUs in the state that account for approximately a quarter of electricity supply in California. Most POUs are smaller than IOUs in both total electricity sales and number of customers served.

Program Guidelines – Required public documents relating to programs developed by agencies administering California Climate Investments funds that include the following common elements:

- GHG emission reductions
- Meeting investment minimums for priority populations
- GHG quantification methodologies and co-benefit assessment methodologies
- Project selection requirements
- Project implementation requirements

- Project tracking, metrics, and reporting
- Accountability tools for legal agreements

Prime Proposers – Eligible entities submitting proposals to CSD for Community Solar Pilot funding.

Proposals – Documents submitted by Prime Proposers in response to CSD's solicitation documents for Community Solar Pilot funding.

Proposer Teams – A group of partner organizations coordinated by a Prime Proposer that have delineated roles and responsibilities in a proposal and implementation of a community solar pilot project.

Quantification Methodologies – Documents and tools developed by the California Air Resources Board to provide project-level GHG or co-benefit estimates that are supported by empirical literature and that:

- Support calculating the estimated GHG emission reductions and applicable co-benefits for individual projects;
- Apply to the project types proposed for funding;
- Provide uniform methodologies that can be applied statewide and are accessible by all applicants;
- Use existing and proven tools or methodologies, where available;
- Include the expected period of time for when GHG emission reductions and co-benefits will be achieved; and
- Identify the appropriate data needed to calculate GHG emission reductions or co-benefits.

Solicitation Documents – CSD's official procurement documents that specify requirements for compliant proposals and include details of proposal scoring.