

REQUEST FOR PROPOSAL

November 10, 2016

The California Department of Community Services and Development (CSD) is releasing the Low-Income Weatherization Program (LIWP) 2015-2016 Request for Proposal (RFP).

Changes that have been made since the release of the Draft Pre-solicitation document include:

Section I. C: Optional Intent to Bid submission clarified. The date for the Optional Intent to Bid Submission, deadline to submit written questions, and deadline to submit Request for Requirements Change has been extended to November 28, 2016, and dates corrected throughout the document.

Section II. E: Clarification regarding establishment of greenhouse gas (GHG) reduction goals for region, and Proposers considering leveraging strategies and CSD evaluation of costs.

Section II. E. 3: Clarification regarding future eligibility guidelines for verifying and documenting income and categorical eligibility.

Section II. E. 5: Clarification regarding future LIWP-specific assessment form.

New Section II E.6: Establishing key performance indicator of achieving 40 percent of direct program expenditures by September 30, 2017.

Section II. F. 2: Energy Savings Assistance Program (ESAP) added for categorical eligibility.

Section III. A.: Clarification to minimum qualifications.

Section IV: Clarification to requirements, attachments, and scoring.

Section IV. A: Clarification to requirements, attachments, and scoring.

Section IV. B: New requirements for Workforce Development approach to include wages and career ladder and Workplan/Workplan Timeline to address key performance indicator. Clarification regarding deliverables that are required to be addressed in the narrative, and CSD providing supporting marketing collateral.

Section IV. B: Clarification to Cost Proposal scoring.

Section VI. C: Clarification on copies to be submitted.

Section VII. A. Clarification on Scoring Stages and Points; amendment regarding minimum points required to advance to Stage 4; and amendment to Bid Sheet (Measures Costs) points allocation.

Section VII. B. Clarification in Calculating Non-Small Business Preference section.

Section VII. C.: Clarification to award procedures.

Section VIII.O: Clarification to contract term

Section VIII.P: Revisions to Attachments list.

Attachment 1: Checklist amended and required copies added.

Attachment 2: Clarification regarding packaging of proposal and copies.

Attachment 4: Minimum Qualifications Certification amended and required documentation stated with checklist.

Attachment 5: Minimum Qualifications to be addressed moved to **Section IV. A** to clarify only a single narrative required; attachment renamed as Fiscal Processes Certification.

Attachment 7: Clarification regarding fully-loaded staff costs and column added for other costs.

Attachment 9: Revision to required references.

Attachment 13: Revised.

Attachment 14: Final Proposal Scoring Criteria added.

Additional changes have been made throughout the document, including

- Clarification regarding energy efficiency and renewable energy to replace “weatherization” references.
- Clarification that all measures must be feasible and cost-effective.
- References to documents in Bidders’ Library located at CSD’s website at www.csd.ca.gov

All comments for the Low-Income Weatherization Program must be directed to Sean Hammer of CSD and submitted in writing via email to sean.hammer@csd.ca.gov by 5:00 p.m. Pacific Standard Time (PST), on November 28, 2016.

Thank you for your interest in CSD’s Low Income Weatherization Program.

REQUEST FOR PROPOSAL

Low-Income Weatherization Program Regional Administrator
2016 – RFP – 48

Fiscal Year 2015-16 Appropriation Procurements:

Single-Family Energy Efficiency & Solar Photovoltaics Program



State of California
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I. 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 Low-Income Weatherization Program (LIWP) is an energy efficiency program administered by CSD to install a variety of energy efficiency measures, solar photovoltaics (PV) and solar water heater systems (generally referred to as Measures) on low-income households located in disadvantaged communities (DACs). DACs have been identified by the California Environmental Protection Agency (CalEPA) through a tool known as the CalEnviroScreen 2.0. This tool uses geographic, socioeconomic, public health and environmental hazard criteria to identify vulnerable communities disproportionately burdened by multiple sources of pollution.

With program oversight and direction provided by the California Air Resources Board (ARB), CSD and a network of Regional Administrators (RAs) will make services available for the dual purposes of reducing Greenhouse Gas (GHG) emissions and providing specified co-benefits to qualified households and the communities in which they reside. LIWP is part of the California Climate Investments (CCI) funded by proceeds from the Cap-and-Trade auctions conducted quarterly by the ARB and maintained in the Greenhouse Gas Reduction Fund (GGRF).

CSD will award approximately \$57.6 million of the state fiscal year 2015-16 LIWP funding to at least one, but up to five RAs to provide services in five regions in the amounts set forth in **Section I. B** of this Request for Proposal (RFP).

Through a response to this RFP, the successful Proposer(s) will demonstrate that they have the personnel and organizational capacity to effectively carry out a contract of this scope and magnitude. The successful Proposer(s) will describe how they meet minimum and desired qualifications, including their breadth of experience performing energy efficiency and renewable energy services in low-income communities and serving hard to reach populations that reflect a diversity of cultural, linguistic and socio-economic characteristics of the local region. 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 a non-profit or local government prime contractor, hereinafter called "Proposer."

All agreements entered into with the State will include by reference General Terms and Conditions (GTC) (see **ATTACHMENT 15**) and Contract Certification Clauses (CCC-307) (see **ATTACHMENT 11**). 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 RFP. 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 RFP. In the opinion of CSD, this RFP is complete and without need of explanation.

A. PURPOSE AND OVERVIEW OF CONTRACT OPPORTUNITY

The purpose of this solicitation is to award a contract to one, but up to five RAs to provide services to low-income single-family households in the DACs located in the five geographical regions described in **Section II. D** of this RFP. Proposers may apply to more than one geographical region if they have the capacity to meet all requirements. Although proposals will be evaluated region-by-region, and selections will be made on a regional basis, applicants that apply for multiple regions may be awarded a contract that encompasses more than one region.

This RFP includes a Proposal Requirements and Information section that outlines how Proposers will describe and document their qualifications, proposed program implementation and service delivery strategies, organizational approach and team structure. All Proposers will respond to this section of the RFP and those applying for multiple regions should discuss how their proposal will be impacted by serving multiple regions, to include organizational implications, team structure, economies of scale, etc. Proposers must provide information regarding their specific capabilities and resources within each region for which they are applying and describe the approach, strategies and tactics that will be employed to meet the specific linguistic, cultural and socio-economic needs of the low-income residents within each region for which they are applying. Proposers will be required to discuss how their regional approach will account for and address any unique conditions or challenges in that region.

Additionally, Proposers must respond to the Cost Proposal portions of the RFP that correspond to the specific region or regions for which they wish to apply. A minimum of one region must be selected.

This solicitation is being conducted in accordance with the California Public Contracting Code and the State Contracting Manual as articulated in CSD's LIWP Procurement and Conflict of Interest Policies referenced in the LIWP Program Guidelines and available in the LIWP Bidders' Library. CSD's policies are designed to maintain transparency, accountability and to ensure a fair and level playing field for all applicants.

B. CONTRACT TERM AND AVAILABLE FUNDING

CSD will award approximately \$57.6 million of the state fiscal year 2015-16 LIWP funding for the delivery of services in five regions across the state with a contract term beginning approximately February 1, 2017, and ending approximately April 30, 2018. Regional allocations are listed in **Section II.D**. A map of the regions can be found in the Bidders' Library.

In addition to awarding a contract for services during the approximately 15 months of the contract term, CSD, may at its sole discretion, augment the contract for additional funding and extend the contract for additional time through a contract amendment in the event that CSD obtains additional LIWP funding and accounting for RA performance. The amount of the funding shall be no greater than one times the contract amount, contingent upon agreement between CSD and the RA for the continuation of the contract without a change in scope.

C. KEY ACTIVITIES AND DATES

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

Activity	Date
Deadline to submit comments on draft solicitation	11/04/2016
Final solicitation release date	11/10/2016
Optional Bidders' conference	11/15/2016
Optional Intent to Bid Submission*	11/28/2016
Deadline to submit written questions	11/28/2016
Deadline to submit Request for Requirements Change	11/28/2016
Questions and answers posted	12/02/2016
Deadline to submit Final Proposal	12/09/2016
Notice of intent to award posted	12/30/2016
Proposed award date	01/06/2017
Contract Start Date	02/01/2017

* Bidders are encouraged to submit an Optional Intent to Bid to CSD for the regions for which it plans to bid by 5:00 PM Pacific Standard Time on November 28, 2016. Optional Intents to Bid can be submitted by email to Sean Hammer at sean.hammer@csd.ca.gov and should include the name of the organization and the regions for which it is intending to bid.

D. OPTIONAL BIDDERS' CONFERENCE

An Optional Bidders' Conference will be held Tuesday, November 15, 2016 from 10:30 a.m. to 12:30 p.m. Pacific Standard Time (PST) and will take place in Sacramento, California. The Bidders' Conference will be preceded by a Workforce Partnership Building meeting from 8:30 to 10:30 a.m. Prior to the Conference, CSD will post the precise location of the Conference and will provide dial-in information for those who wish to participate by telephone. Information regarding the Conference will be posted on CSD's website www.csd.ca.gov.

CSD strives to comply with the Americans with Disabilities Act (ADA) and will ensure that the meeting facilities are accessible to persons with disabilities, and ensuring this notice is available to the public in appropriate alternative formats when requested. For individuals with disabilities, the Department will

provide assistive services such as sign-language interpretation, real-time captioning, note takers, reading or writing assistance, and conversion of meeting materials into Braille, large print, audiocassette or electronic form. To request such services, please call or write via email the following by 5:00 p.m. on Monday, November 14, 2016:

Randi Johns
California Department of Community Services and Development
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833
Email: randi.johns@csd.ca.gov
Telephone: 916-576-4378

E. QUESTIONS AND REQUEST FOR REQUIREMENTS CHANGE

During the RFP process, written questions for the final solicitation and Requests for Requirements Change to the RFP must be directed to Sean Hammer of CSD and submitted in writing via email to sean.hammer@csd.ca.gov by 5:00 p.m. Pacific Standard Time (PST) on November 28, 2016. At its discretion, CSD reserves the right to contact a Proposer to seek clarification. If a Proposer fails to report a known or suspected problem with this RFP, or fails to seek clarification and/or correction of the RFP, the 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 www.csd.ca.gov. Any material changes to the RFP 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.

F. RESPONSES TO WRITTEN QUESTIONS

CSD will provide responses to written inquiries about this RFP that are received via email and post the responses on the CSD website (www.csd.ca.gov) by 5:00 p.m. Pacific Standard Time (PST) December 2, 2016.

G. CONTACT INFORMATION

All communications should be directed to the following:

Sean Hammer
California Department of Community Services
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833
E-mail: sean.hammer@csd.ca.gov
Phone: 916-576-5312

II. BACKGROUND

A. CSD HISTORY AND PROGRAMS

CSD has been serving low-income communities for over 50 years. A State department under the CHHS, CSD has traditionally partnered with a network of private, non-profit and local government organizations, who are dedicated to helping low-income families and individuals achieve and maintain self-sufficiency, manage their home energy needs and reside in housing free from the dangers of lead hazards.

CSD administers the following programs intended to reduce poverty and improve the lives of low-income Californians:

- U.S. Department of Health & Human Services Community Services Block Grant (CSBG)
- U.S. Department of Housing and Urban Development (HUD), Lead-Based Paint Hazard Control Program (LPHC)

Weatherization Programs:

- U.S. Department of Health & Human Services Low-Income Home Energy Assistance Program (LIHEAP); Up to 25% of LIHEAP funds are devoted to weatherization
- U.S. Department of Energy Weatherization Assistance Program (DOE WAP)
- State of California, Low-Income Weatherization Program (LIWP), which is part of California Climate Investments

B. LIWP PROGRAM GOALS AND OBJECTIVES

CSD realizes that organizations responding to this RFP 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 for the allocation of LIWP funds, as follows:

- *Planning:*
 - Partner with a diversity of organizations to carry out the goals of LIWP (including CA certified small business and Disabled Veteran Business Enterprises (DVBES), and businesses

located in DACs);

- Leverage funding resources; and
- Devise strategies and deploy operational plans to achieve pre-determined goals for regular expenditure of dollars and dwellings served.

▪ *Measures:*

- Improve the energy efficiency of low-income housing by offering comprehensive forms of cost-effective energy efficiency and solar measures.

▪ *Customers and Community:*

- Minimize negative impact on customers (disruption) by careful coordination and delivery of measures;
- Maximize the benefits of customer energy education;
- Provide services to both qualified low-income renters and home owners;
- Maximize the hiring and/or training of unemployed and underemployed individuals living in DACs within the region served; and
- Maximize investment in the local DAC economy.

C. LIWP GUIDELINES

Draft CSD LIWP Guidelines have been developed in accordance with Government Code Section 12087.5 through a public process in order to establish principles, guidelines, policies and procedures for the program. Single-Family Energy Efficiency Program and Solar Photovoltaics (PV) Program components are the subject of this procurement. All program participants must adhere to the Program Guidelines as established and as amended throughout the life of the project.

The Draft Program Guidelines for the Fiscal Year 2015-16 Appropriation Procurements (Single-Family Energy Efficiency and Solar PV) can be found at:

<http://www.csd.ca.gov/Portals/0/Documents/LIWP/DRAFT%202015-16%20LIWP%20SF%20Program%20Guidelines%20100516.pdf>

D. LIWP REGIONS AND FUNDING ALLOCATIONS

CSD has established five (5) LIWP regions, summarized in the chart below. Each RA will receive separate allocations for regional LIWP Single-Family Energy Efficiency and Single-Family Solar PV that are sufficient to assist local program ramp-up, capacity build, and fund energy efficiency and solar PV services over the course of the short program timeframe.

Over the course of the procurement and contracting processes, and in the event LIWP funding levels change, CSD reserves the right to make changes to the funding allocations specified below. Proposers will find a graphical representation of these regions in the Bidders’ Library.

Region	Counties (# Census Tracts)	Total # of Census Tracts	Climate Zones	Poverty Population in DACs	Energy Efficiency Allocation	Solar PV Allocation
1	Butte (3) Sacramento (43) Solano (2) Tehama (1) Yolo (3) Yuba (3)	55	3, 11, 12	142,227	\$ 3,117,456	\$ 2,070,139
2	Alameda (32) Contra Costa (23) Monterey (7) San Francisco (3) San Mateo (2) Santa Clara (23) Santa Cruz (1)	91	3, 4, 12	208,156	\$ 3,403,676	\$ 2,260,203
3	Fresno (131) Kern (73) Kings (14) Madera (13) Merced (36) San Joaquin (64) Stanislaus (50) Tulare (50)	431	12, 13	1,283,447	\$ 8,071,878	\$ 5,360,111
4	Los Angeles (1,018) Santa Barbara (1) Ventura (8)	1,027	5, 6, 8, 9, 16	2,350,373	\$ 12,703,765	\$ 8,435,904
5	Imperial (13) Orange (86) Riverside (104) San Bernardino (160) San Diego (26)	389	6, 7, 8, 10, 14, 15, 16	1,114,702	\$ 7,339,299	\$ 4,873,644

E. ROLE OF THE REGIONAL ADMINISTRATOR (RA)

The RA shall oversee and implement all aspects of LIWP in their respective regions in accordance with the LIWP Guidelines, this solicitation and the contract to be executed with CSD. The principal duty of RAs is to reduce GHG emissions through establishing and implementing programs that install cost-effective, Qualifying Measures in single family dwellings located in identified DACs within their regions. GHG reduction goals for each region will be established by CSD in collaboration with RA awardees and use of a Project Planning Tool (see Deliverable 2 in **Section IV. B**). A draft of the Project Planning tool is in the Bidders’ Library. The RA will be ultimately accountable to CSD for meeting, and/or exceeding, the regional GHG reduction goals.

In order to minimize the cost to LIWP and to optimize the number of dwellings treated and the array of services provided, the RA may wish to reduce administrative costs and augment service delivery by leveraging with other energy programs and funding sources. Although the amount of credit for reductions in GHG emissions attributable to LIWP activities and funding available to contractors will be determined ultimately by guidance issued by State authorities, as reflected in LIWP contract provisions,

leveraging strategies and efforts are nonetheless highly encouraged. The RA should formulate and devise leveraging plans to include, but not limited to, utilization of utility and other rebates, cost-sharing with other low-income energy programs, co-funding strategies and donations. Leveraging strategies identified by Proposers should strive to extend the use of LIWP funding resources to serve a greater number of homes, and reduce program overhead costs to LIWP. Cost efficiencies gained from leveraging strategies are to be reflected in the Bid Sheet that is evaluated and scored with the Cost Proposal (see **Section IV. C**).

The RA will form an organizational structure, coordinate all members of the team, and marshal the resources needed to ensure the LIWP Goals and Objectives are met. RA shall provide the following services:

1. **Program administration:** The RA shall ensure the overall effective and efficient operations of CSD's LIWP within the Region to be served. The RA shall serve as a single point of contact between CSD and all activities of subcontractors in the Region; meet or confer via phone and/or email, as needed to keep CSD informed of program achievements and challenges; and respond to special requests for data or other information that CSD may occasionally receive from third parties. The RA shall also effectively and efficiently administer the program to ensure that all project goals, objectives, and obligations are fulfilled in a timely manner consistent with program guidelines. In addition, the RA shall ensure that proper records are maintained to allow for review or audit of the program at the discretion of the department.
2. **Marketing:** The RA shall develop and implement a marketing plan to effectively market LIWP to eligible households in the region they serve. The marketing plan should support the RA's plan to achieve program installation goals. The Proposer shall submit a draft marketing plan in conjunction with the proposal. Upon award, the selected RAs will confer with CSD to refine their draft marketing plan to ensure it meets LIWP's needs.
3. **Household Eligibility and Customer Education:** Using eligibility guidelines to be provided by CSD, the RA shall verify household eligibility for LIWP measures and collect and retain all required income verification and other eligibility documentation. In addition, the RA shall ensure effective customer education addressing household energy efficiency. The educational activities and materials shall provide LIWP customers with information regarding the LIWP measures installed to maintain proper functioning and warranty information. The educational activities shall also cover general energy efficient techniques and habits to further reduce energy usage and lower utility bills.
4. **Customer Communication:** The RA shall coordinate all work performed at a household to minimize disruption to the household. They shall ensure the customer has a single point of

contact regarding work to be done in their home, such as assessment/installation/post-inspection dates, deliveries, and any physical impacts or changes to the home itself.

5. **Measure Assessment:** The RA shall coordinate and ensure effective assessment for all measures in each home. Using the draft LIWP-specific Assessment Form available in the Bidders' Library, and following the Measure Standards provided by CSD, RA will develop and implement a standardized assessment approach for qualified homes. Moreover, the RA shall ensure that all feasible and cost-effective measures are installed in each participating dwelling under LIWP.
6. **Measure Installation:** The RA shall ensure effective oversight and troubleshooting of the installation of all measures, and ensure that measures are installed according to CSD Measure Standards, all local codes, and other applicable state laws and regulations. The RA shall further ensure the proper permitting of any measure requiring a local building permit and ensure that any available rebates or leveraging funds are applied to maximize value to the program.
7. **Meeting Key Performance Indicator:** The RA shall ensure the key performance indicator of achieving 40 percent of direct program expenditures by September 30, 2017, is met.
8. **Warranty of Supplies, Equipment and Workmanship:** The RA shall ensure that all equipment, supplies and workmanship are warrantied in accordance with LIWP Measures Standards in the Bidders' Library. The RA shall ensure that it provides adequate information and education to all customers regarding their warranty rights. This is especially important for enhanced and solar measures that may have manufacturer warranties available for 10-15 years.
9. **Workforce Development:** The RA shall develop and implement a detailed workplan to train and provide employment opportunities to unemployed and underemployed DAC residents through LIWP. The RA shall ensure that the following workforce development program goals are met:
 - For paid employees: Entry-level employees performing work on LIWP must be paid, at minimum, at the hourly wage listed in the wage floors table below. Hourly wages are subject to change beginning on January 1, 2017, and are pegged to the highest minimum wage standard set anywhere in a given county. These minimum wage rates are also subject to change based on state legislation and/or local ordinances. An exception to these wage floors will be made for established programs where a lower wage is defined by legislation or program regulations, and where these programs work hand-in-hand in assisting the lesser paid employees in gaining substantive experience, certifications or employment. Bidders should cite to the relevant legislation or program regulations, as well as describe how their

program provides training and career advancement opportunities. Bidders are also encouraged to provide data on outcomes for these employees. Proposals that go above these wage floor provisions will receive favorable consideration.

Wage Floors, by Region and County		
REGION 1	2017	2018
Butte, Sacramento, Solano, Tehama, Yolo, Yuba	\$10.50	\$11.00
REGION 2	2017	2018
Contra Costa	\$12.30	\$13.00
Alameda, San Francisco	\$14.00	\$15.00
San Mateo	\$12.00	\$13.50
Santa Clara	\$13.00	\$15.00
Santa Cruz, Monterey	\$10.50	\$11.00
REGION 3	2017	2018
Fresno, Kern, Kings, Merced, Madera, San Joaquin, Stanislaus, Tulare	\$10.50	\$11.00
REGION 4	2017	2018
Santa Barbara, Ventura	\$10.50	\$11.00
Los Angeles	\$12.00	\$13.25
REGION 5	2017	2018
Imperial, Orange, Riverside, San Bernardino	\$10.50	\$11.00
San Diego	\$11.50	\$11.50

- For employees paid on a piece work basis: The RA must demonstrate that the employees' gross monthly pay, when divided by the total hours worked a month, equals at least the hourly wage floor set in the county where an employee performs the work.
- For unpaid employees: An exemption to the wage floor may be granted to bidders with unpaid employees when the bidder can demonstrate substantial workforce development outcomes. Substantial outcomes may include the acquisition of industry-recognized certifications or success in securing paid employment in the field. Bidders must provide a description of how their program provides training and career advancement opportunities for unpaid employees. The RA is encouraged to provide data on outcomes for unpaid employees. These may include, but are not limited to, certifications gained, number of formerly unpaid employees that have transitioned to paid work, school credit received, and continuing education training provided.
- Hiring subcontractors from the DAC and tapping local DAC small businesses for supplies and miscellaneous recurring expenses as long as it meets the fixed price and cost effectiveness thresholds.

10. **Reporting:** The RA shall monitor program performance, expenditures and outcomes through regular monthly reporting. CSD is currently in the process of identifying all IT requirements for data transfer, and shall upload requirements to the Bidders' Library prior to the close of this

solicitation. The reports shall include, but are not limited to, the following:

- Program Operations Accomplishments and Challenges: The RA shall report program implementation progress, including but not limited to ramp-up activities, marketing and outreach activities, progress towards intake, assessment and installation goals, progress towards workforce development goals and challenges faced. In addition to the written monthly report, the RA is expected to provide regular updates through telephone conference calls, emails and in-person meetings as appropriate.
- Completed Projects: The RA shall report completed projects (herein afterwards referred to as a “job” record) to the “CSD Weatherization Database” (WxDB). This report shall provide information for completed projects. A draft list of all reporting fields is included in the Bidders’ Library and includes, but is not limited to, applicant information (Household [HH] size, income, demographics, etc.), dwelling information (Building type, square footage, etc.), assessments, audits performed and measures installed. In addition, the job records reported must comply with detailed Data Transfer Rules (DTR) that outline proper field formats, lengths, and acceptable values, as well as business rules to insure data integrity.
- Measures Expenditures: The RA shall, at a minimum, submit a monthly expenditure report for the purposes of expense reimbursement on measures installed. The RA will submit invoices using CSD’s Expenditure Activity Reporting System (EARS). The EARS report consists of a set of simple web forms that require a breakout of the various billable expenditures being reported for the period. CSD shall add draft requirements to the Bidders’ Library prior to the close of this solicitation.
- Workforce Development (WFD): The RA will track and report data on any individual working on LIWP who resides in a DAC, including, but not limited to, individuals hired or receiving training as a direct result of LIWP WFD outreach and direct or subcontractor employees who reside in a DAC. These individuals may be existing or new employees of the RA or subcontractors. WFD data fields will be reported via Excel, using the “Workforce Development and Local Spending” report form, a draft of which is contained in the Bidders’ Library.
- Local Spending: The RA shall track and report direct spending in DACs. This may include any expenditure associated with purchasing supplies and equipment and/or hiring subcontractors. Local Spending data fields will be reported via Excel, using the “Workforce Development and Local Spending” report form, a draft of which is contained in the Bidders’ Library.
- Contract Close-Out: The RA shall develop an outline in conjunction with CSD to document all fiscal activities, activities to complete the deliverables, the accomplishments made and lessons learned during the contract term. The RA shall submit a complete draft report one month prior to the conclusion of the contract and shall submit a final draft prior to the

expiration of the contract.

F. HOUSEHOLD PROGRAM ELIGIBILITY

Households served must be located in a DAC, as defined by the California Environmental Protection Agency (CalEPA) screening tool, CalEnviroScreen 2.0. Households served must meet at least one of the following pre-defined eligibility criteria to receive services.

1. Household Income Eligibility (HIE): HIE is based on the highest of either 80 percent of Area Median Income or 60 percent of State Median Income, by County. A chart of LIWP qualifying income, by county, can be found in the Bidders' Library. Qualifying a household using HIE requires the RA to collect and document actual income for each household member. Households qualifying based on HIE are qualified to receive all feasible and cost-effective measures including solar PV.
2. Categorical Eligibility (CE): CE may be used to determine eligibility for households to receive Basic and Enhanced measures as outlined in **Section II. G** below. Solar PV cannot be installed in homes only qualified by CE as income documentation is required. CE can be established by obtaining pre-defined documentation from any one member of the household. Qualifying programs for CE match those used by the Investor-Owned Utilities' Energy Savings Assistance Program (ESAP)¹. Qualifying CE programs include the following:
 - Bureau of Indian Affairs General Assistance;
 - ESAP
 - Low-Income Home Energy Assistance Program (LIHEAP);
 - Medi-Cal;
 - Medi-Cal for Families;
 - NSLP (National School Lunch Program);
 - SNAP (Federal Supplemental Nutritional Assistance Program) CalFRESH;
 - SSI (Supplemental Security Income);
 - TANF (Temporary Assistance for Needy Families) CalWORKS;
 - Tribal Head Start;
 - Tribal TANF; and
 - WIC (Women, Infants, and Children).
3. Neighborhood Eligibility (NE): To reduce overhead, increase speed of deployment and focus project investments in communities where the needs are greatest, CSD has identified certain DACs where

¹ In introducing Categorical Eligibility, CSD has looked to replicate eligibility as adopted by the CPUC in Decision 06-12-038 and modified in Decision 08-11-031 and 12-08-044 for the large investor-owned utilities' Low Income Energy Efficiency (LIEE) and California Alternate Rates for Energy (CARE) programs.

the RA may take a coordinated neighborhood approach and offer a limited range of measures to all households in those census tracts. NE may be used to determine eligibility for households to receive **Basic Measures only**. Enhanced measures and Solar PV cannot be installed in homes qualified only by NE as it is important to gauge the household’s energy burden and how the dwelling functions as an integrated system. It is CSD’s goal to ensure that all feasible and cost-effective measures are installed in eligible homes. Therefore, NE is intended to serve as a “foot in the door” with the hope that RAs will be able to qualify the home for additional measures using either HIE or CE. CSD has identified 130 census tracts (CTs) throughout the state that will be eligible for this NE approach. These census tracts include those that intersect the top five percent of census tracts ranked as most burdened by the indicators in CalEnviroScreen 2.0, and the disadvantaged communities in the highest five percentile rank for poverty population based on U.S. Census data. These census tracts are identified in the Draft Program Guidelines.

G. APPROVED MEASURES

Eligibility is closely tied to measure types as summarized in the table below:

	Basic Measures	Enhanced/Audit Measures	Solar PV
Household Income Eligibility	X	X	X
Categorical Eligibility	X	X	--
Neighborhood Eligibility	X	--	--

CSD has defined three groups of approved measures that can be installed under Fiscal Year 2015-16 LIWP:

1. **Basic LIWP Measures Package:** All eligible renters and homeowners are eligible to receive Basic LIWP Measures. Basic Measures have been determined to be cost effective in all climate zones within certain cost constraints. Basic Measures include:
 - Hot water flow restrictor, faucet restrictor;
 - Hot water flow restrictor, low flow showerhead;
 - LED bulbs – 100w, 75w, 60w, 40w equivalent;
 - LED night lights;
 - Vacancy sensor;
 - Tier 2 advanced power strips; and
 - Thermostatic shower valve and showerhead.

2. **Enhanced LIWP Measures Package:** Renters and homeowners are eligible to receive Enhanced Measures if the Household has been qualified by either HIE or CE and the measures are determined

to be cost-effective based on deemed-savings analysis or through an energy audit tool. CSD is in the process of procuring an Energy Upgrade California (EUC) approved energy audit tool that the RA must utilize for LIWP energy efficiency assessments. There are two energy audit tools currently approved by EUC and under CSD's consideration, Cake Systems and SnuggPro. Though the RA does not need to procure or budget for either tool, the RA must have the capability to use and implement both tools. The RA will have the option of auditing measure by measure or by utilizing a packaged measure approach for multiple improvements. Cost effectiveness is determined where the net cost of installing a measure or measures is found to meet a SIR (Savings to Investment Ratio) of 1.0 or better. Said another way, a measure or package of measures must pay for itself by generating enough dollar savings over its estimated useful life (EUL).

- Climate zone restrictions may apply;
- Some measures require combustion appliance safety (CAS, NGAT, BPI) testing;
- Some measures require an energy audit to demonstrate $SIR \geq 1.0$; and
- Specialty licenses will be required for certain measures.

Enhanced Measures that do not require an energy audit include:

- Ceiling fans;
- Ceiling insulation R-30 or R-38 (existing insulation R-0);
- Efficient fan controller (PSC or ECM Motor);
- Electronically commutated blower motor;
- Infiltration Reduction Measures (various);
- Refrigerant charge with coil cleaning;
- Refrigerator replacement;
- Smart thermostat;
- Solar Water Heater;
- Wall Insulation;
- Water heater blanket; and
- Whole house fan (one per dwelling).

Enhanced Measures that require an energy audit include:

- Ceiling insulation (existing insulation greater than R-0);
- Cooling replacement (central only);
- Duct repair & replacement (requires a diagnostic test);
- Floor insulation;
- Heating replacement (central only);
- Water heater replacement; and

- Window replacement.
3. **Solar PV:** Owner-occupied households are eligible to receive Solar PV if the household has been qualified using HIE and the measure is found to be cost-effective. Twelve months of utility bills are needed to determine the household’s net energy burden. Proposers should refer to the Measure Standard in the Bidders’ Library to learn more details about Solar PV requirements. The RA is required to use PVWatts, a solar energy audit tool developed by the National Renewable Energy Laboratory (NREL) of the U.S. Department of Energy (DOE), to perform their solar assessment and audit. The RA is not required to budget for or procure the tool. However, the RA must have the capability to use and implement this tool during the implementation period.

III. PROPOSER QUALIFICATIONS

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.

The RA, as the prime contractor (entity contracting with CSD), must be a local governmental entity or non-profit. 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. 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):

- The Proposer shall be a local governmental entity or non-profit organization, and submit required documentation;
- The Proposer shall demonstrate a minimum of three (3) years’ experience administering and performing energy efficiency and solar PV installations in existing housing;
- The Proposer must be in good standing with all appropriate local and state oversight licensing authorities; and
- The Proposer or a member of the Project Team shall maintain an active Class B, General Contractor License, issued by the California Contractors State License Board throughout the life of the contract. The Proposer shall provide the contractor number of all specialty contractors for CSD to independently verify standing with State Contracting Board.

B. DESIRED QUALIFICATIONS

The Proposer shall be evaluated on the following broad categories. A further articulation of the organization scoring criteria is articulated in **Section VII. A.**

- The Proposer shall demonstrate expertise and success in administering energy efficiency and/or renewable energy grants or contracts and managing teams similar in scope and nature to that which is being proposed;
- The Proposer’s Project Team shall demonstrate understanding, experience, expertise and capacity in marketing energy efficiency, renewable energy and related services to low income residents within the regions for which it is applying;
- The Proposer’s Project Team shall demonstrate understanding, experience, expertise and capacity to install energy efficiency, renewable energy and related services for low income residents within the regions for which it is applying;
- The Proposer’s Project Team shall demonstrate understanding, experience, expertise and capacity to utilize energy audit tools to perform system sizing for energy efficiency, solar PV and related services for low income residents within the regions for which it is applying;
- The Proposer’s Project Team shall demonstrate experience, expertise and capacity in providing workforce development and/or related services to low income residents within the regions for which it is applying;
- The Proposer shall be able to demonstrate the soundness of the organization’s fiscal processes involved in budgeting, subcontracting, and payroll management.

IV. PROPOSAL REQUIREMENTS AND INFORMATION

Proposer shall provide the required elements as specified in this solicitation in the format articulated in this section as follows, along with all required attachments:

Part I: Proposers bidding on a single region or multiple regions may respond to the following requirements in a single document, but submit the required numbers of copies for each region. Alternatively, bidders submitting a proposal for multiple regions may submit regionally specific documents as required (e.g. Project Organization Charts).

Requirement 1: Project Team Description (see Section IV.A): 90 POINTS

- Statement of Understanding of Regional Needs
- Project Team Description
- Project Organization Chart

Associated Attachments:

- **ATTACHMENT 2:** Proposal/Proposer Certification Sheet, signed by an individual who is authorized to obligate the proposing firm contractually. The original signature must indicate the title or position that the individual holds in the firm. An unsigned or signature stamped Proposal may be rejected.
- **ATTACHMENT 3:** California Secretary of State (SOS) registration, if applicable.*
- **ATTACHMENT 4:** Minimum Qualifications Certification, with required documentation attached.
- **ATTACHMENT 5:** Fiscal Process Certification.

* Evidence that Proposer is registered with the California Secretary of State (SOS) to do business in California is required if applicable. 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.

Requirement 2: Workplan (see Section IV.B): 130 POINTS

- Overall Approach
- Workplan Narratives

Associated Attachment:

- **ATTACHMENT 6:** Workplan Timeline

Part 2: Proposers bidding on a single region or multiple regions must submit regionally specific Cost Proposal documents (an original for each region and the required numbers of copies for each region).

Requirement 3: Cost Proposal (see Section IV.C): 110 POINTS

- Cost Proposal Narrative

Associated Attachments:

- **ATTACHMENT 7:** Deliverables Cost Sheet
- **ATTACHMENT 8:** Program Budget Summary and Bid Sheet

This RFP allows for Proposers to describe and document their qualifications, underlying program implementation and service delivery strategies, 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 address the specific linguistic, cultural and socio-economic difference to effectively serve each region for which they are bidding. Proposers will be required to discuss how their regional approach will account for and address any unique conditions or challenges in that region. *Failure to provide a detailed regional proposal will cause the Proposer to obtain fewer*

points in the solicitation evaluation. Similarly, Proposers applying in more than one region shall illustrate how overall cost efficiencies can be achieved while addressing the unique needs of each region.

A. REQUIREMENT ONE: PROJECT TEAM DESCRIPTION (90 POINTS)

Proposer must address the items listed below and detail the following subsections in a Project Team Description narrative:

- **Statement of Understanding of Regional Needs:** Proposer shall provide a narrative of the current energy efficiency and renewable energy needs, challenges and opportunities in low-income communities within each region for which they are applying. The Statement of Understanding narrative should specifically characterize the target population, illustrate the Proposer's understanding of the unique linguistic, cultural and socio-economic aspects of the targeted population, and detail the energy efficiency and renewable energy needs of that community. The Statement of Understanding narrative should provide sufficient context and justification for the work proposed in the Workplan (see **Section IV.B**).
- **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 organization. Proposer shall explain how the past experience of its proposed team demonstrates its ability to conduct work effectively within the target communities within each region for which it is applying, 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 qualifications to provide services under this contract, and should clearly explain how Proposer meets the following Desired Qualifications. The narrative should indicate which individual on the Project Team has the requisite experience. Proposer may reference staff resumes to substantiate the narrative:
 - The Proposer shall demonstrate expertise and success in administering energy efficiency and/or renewable energy grants and managing teams similar in scope and nature to that which is being proposed;
 - The Project Team shall demonstrate understanding, experience, expertise and capacity in marketing energy efficiency and renewable energy and/or related services to low-income residents within the regions for which it is applying;
 - The Project Team shall demonstrate understanding, experience, expertise and capacity in providing energy efficiency and renewable energy and/or related services to low-income residents within the regions for which it is applying;

- The Proposer Team shall demonstrate understanding, experience, expertise and capacity to utilize energy audit tools to perform system sizing for energy efficiency, solar PV and related services for low-income residents within the regions for which it is applying; and
- The Proposer Team shall demonstrate experience, expertise and capacity in providing workforce development and/or related services to low-income residents within the regions for which it is applying.
- **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.

B. REQUIREMENT TWO: APPROACH AND WORKPLAN (110 POINTS) AND WORKPLAN TIMELINE (20 POINTS)

Proposer is responsible for developing an overarching approach to implementing LIWP. The approach should describe in detail the Proposer’s overall approach to completing the work, and the regional specific approach to completing each deliverable as specified in the Deliverables Section below. For this section, the Proposer shall develop a separate response for each region for which it is bidding. The approach shall describe in detail the manner in which the proposer will perform activities during each phase of the solicitation, including, but not limited to, the following:

- Ramp-Up (45 days);
- Program Implementation; and
- Program Close out (last 30 – 45 days).

Proposer shall incorporate the following components into the overall approach:

- Describe the tasks that will lead to the completion of all work in the Contract, including timelines and due dates;
- Describe project oversight and coordination with subcontractors;
- Identify any associated needs from or impacts on CSD staff and/or other Contractors;
- Include any associated deliverables and/or work products that will be completed and submitted to CSD;

- Address the integration of energy efficiency measures and solar measures;
- Outline a customer engagement approach that minimizes disruption to participating residents during the measure installation phase. The RA shall develop a systematic approach to ensure that participating residents do not, to the extent possible, need to take time off from work, school or other personal programs in order to participate in the program;
- Outline a customer education approach to educate program participants about energy conservation in whole and as they pertain to the use of the specific measures that they received. In addition, the RA shall develop protocols to ensure that each program participant is aware of the warranties and recourses that they may have as a result of participating in the project;
- Outline a short-term Workforce Development approach to engage unemployed and underemployed residents of the regional DACs and provide opportunities for training and employment. The plan is to be implemented no later than three months after contract execution. The plan should take into consideration the wage floor for each region and state wages to be paid and address career ladder opportunities (see **Section II. E. 9**); address the cultural, linguistic and socio-economic composition of the DACs residents; and should, to the extent possible, leverage partnerships with regional workforce development agencies to provide recruitment, referral, and/or training services;
- Incorporate vendors located in the DACs when purchasing measures; and
- Anticipate barriers and outline strategies to overcome barriers.

Proposer must also develop a highly detailed Workplan to detail the tasks, activities and resources needed to complete the work described and to develop the deliverables required. The Workplan shall provide a step-by-step account of how the Proposer plans to complete all work outlined below, including sub deliverables and sub tasks/activities therein. The Workplan must be well-organized, detailed, and comprehensive. The tasks should be sufficiently detailed to clearly articulate the process proposed with no additional information required. The Workplan must be supported by the Workplan Timeline (see **ATTACHMENT 6**). The Workplan and Workplan Timeline should address how the key performance indicator of achieving 40 percent of direct program expenditures by September 30, 2017, will be met.

DELIVERABLES

Proposer is responsible for defining the specific details of certain deliverables in the Workplan narrative as indicated below. All Department-defined deliverables are stated here for reference but a narrative is only required where indicated. However, all deliverables should be addressed in the

Workplan Timeline (**ATTACHMENT 6**) and Deliverables Cost Sheet (**ATTACHMENT 7**). ***A simple reiteration of the description contained within this solicitation is not acceptable. Moreover, failure to tailor responses to meet the unique linguistic, cultural and socio-economic needs of each region for which it is bidding will cause the proposal to receive fewer points during the evaluation.*** A highly detailed description of the deliverables that Proposer will provide to CSD is required to demonstrate Proposer's understanding of and ability to meet CSD's needs as specified in this solicitation. Proposer is expected to provide their perspective on how they would uniquely fulfill the requirements of each Deliverable. Points will be awarded per the guidelines provided herein and in the Proposal Scoring Criteria provided in **ATTACHMENT 14**.

The narrative for each Deliverable shall include:

- A high-level summary of the goals and objectives that the deliverable will accomplish;
- A detailed description of the approach to completing the deliverable, including the scope of the deliverable with a clear connection to the goal, the strategy as to how to complete the deliverable with outlined and tangible tasks and activities, specific components/events included in the deliverable, and benchmarks and standards for evaluation;
- An explanation as to why the proposed approach/activity would be the most effective and meet CSD's needs as described; and
- An assessment of any risk, challenge, or barrier to completion of proposed deliverable.

All Department-defined deliverables are stated here for reference but a narrative is only required where indicated. However, all deliverables should be addressed in the Workplan Timeline (ATTACHMENT 6) and Deliverables Cost Sheet (ATTACHMENT 7).

Deliverable 1: LIWP Ramp-Up Report (Narrative Required)

The narrative must have sufficient details to clearly articulate ramp-up activities to be performed and how the activities align with the proposed overall approach to implementing LIWP. RA shall submit a final Ramp-Up Report within 45 days of contract execution to summarize and describe the activities performed to meet the administrative, fiscal, and technical needs of LIWP prior to the start of the implementation period. The final Ramp-Up Report shall be submitted to CSD for approval. Differences by region in operations and procedures must be documented, if applicable.

Deliverable 2: Completed Project Planning Tool (No Narrative Required)

CSD will design a LIWP Project Planning tool template for each of the five Regions. ***Successful bidders*** will be required to complete the tool by entering data that provides specific detail on their project plans, including estimates of the numbers of homes to be served in each Climate Zone in which DACs in

that Region are located, and the number and frequency of measures anticipated to be installed in households in that Climate Zone. From these data, the tool will be used to identify total direct program installation costs per measure, and the associated GHG reductions estimated to be achieved. The tool will also assist CSD in identifying contractor goals and benchmarks or key performance indicators to be achieved.

Background documents that support the GHG reduction assumptions to be built into the Project Planning tool and a draft tool are contained in the Quantification section of the Bidders' Library.

Deliverable 3: LIWP Regional Market Assessment and Marketing Approach (Narrative Required)

Proposer shall submit a narrative describing their Regional Market Assessment and Marketing Approach. The narrative shall describe the target region, DACs and audience for each activity/approach, and describe how the specific cultural, linguistic, and socio-economic needs of the target population(s) will be met by the proposed activity/approach. The narrative shall include, but is not limited to, details regarding its general marketing approach to all potentially eligible program participants in the regions for which it is applying and targeted marketing strategies to select communities in each region. These channels could include traditional media, such as door-to-door canvassing, telemarketing, newspapers, radio and television, and non-traditional media, such as fairs and community gatherings, social media, etc. Proposer must describe how the proposer will meet the unique needs of the eligible participants within the region and explain why the proposed marketing approach will be effective and what it hopes to achieve. In addition, the narrative must address the following components in detail as a part of the marketing approach:

- **Marketing Collateral:** The RA shall submit draft Marketing Collateral for LIWP. If awarded the contract, the RA shall finalize and submit to CSD for approval collateral marketing material to inform residents in the Region's DACs about the CSD LIWP program. The collection of collateral material must include, but is not limited to, a description of the program, eligibility requirements and contact information for further information. The material shall meet the unique needs of the communities within the Region's DACs, and meet the requirements for collateral material as articulated in ARB Guidelines. CSD will also provide supporting collateral.

Deliverable 4: Quality Assurance Approach (Narrative Required)

Proposer shall submit a narrative describing their approach ensuring quality assurance. Quality assurance, for the purposes of this solicitation, includes, but is not limited to, assuring proper inspection and high quality installation of measures. Subsequently, the RA shall submit how the proposed Quality Assurance approach will ensure customer satisfaction. The goal of this component is

to help ensure that the program is adequately meeting the needs of the program and the program participants.

Deliverable 5: LIWP Marketing Implementation Report (No Narrative Required)

The RA will report, in a manner to be defined by CSD, progress in the implementation of their marketing assessment and approach outlined in Deliverable 3. RA shall have a data structure in place to collect and measure the outcomes of their Marketing effort. Reports shall be provided at least monthly, including a narrative regarding the impact of the activities as well as notable achievements, challenges, and lessons learned.

Deliverable 6: Monthly Contract Activity Report (No Narrative Required)

The RA will report, in a manner to be defined by CSD, activities planned and underway and completed activities. Reports shall include progress in completion of all deliverables outlined in the Workplan. Reports should include a narrative regarding the impact of the activities as well as notable achievements, challenges, and lessons learned. RAs will report the information to CSD including but not limited to:

- The location and description of all marketing activities and events including goals and objectives;
- The number of projects identified, qualified, assessed for measures and scheduled for energy efficiency and solar PV services;

The RA must agree to use CSD's data collection instruments, compile the data using CSD's standard spreadsheet templates, and submit complete and quality data to CSD on a monthly basis. Drafts of several reporting instruments are in the Bidders' Library. Instruments and templates will be provided to the RA upon execution of the Contract. The RA must also ensure safety of clients' personal identification information and pertinent household data throughout intake and processing of each account.

Deliverable 7: Closeout Report (No Narrative Required)

The RA shall provide to CSD at the end of the contract, a Close out report to summarize all fiscal activities, implementation activities, efforts, findings and lessons learned through the contract. The RA shall plan to maintain all project records for a period of three years after the end of the contract. In addition, the RA shall cooperate with an external evaluator by collecting and submitting quantitative data for the outcomes evaluation should the need arise. The RA will be expected to collect quantitative data for the evaluation of the contract implementation and submit this data to CSD upon request.

Please note the following regarding future submission of all Deliverables:

- All Deliverables shall be written in such a way that they can be understood by a wide audience of CSD stakeholders, including and ranging from auditors and evaluation experts to the general public; and
- All Deliverables from the Proposer shall be presented in an electronic format pursuant to Government Code Section 11135 in compliance with accessibility requirements of Section 508 of the Rehabilitation Act of 1973, as amended, and regulations implementing that act.

C. REQUIREMENT THREE: COST PROPOSAL (110 POINTS)

The cost proposal shall align with the Workplan, and the hours and budgeted amount for each activity must be realistic and reasonable. Proposer is responsible for submitting the following three budget documents:

- **Cost Proposal Narrative (10 Points):** Proposer will describe in detail how it plans to allocate its funding sources to gain efficiencies. It is anticipated that bidders will consider and identify in the budget narrative any sources of leveraged funding that reduce costs to be attributed to LIWP. Leveraging other funding sources would allow a greater number of households to be served utilizing LIWP funds. Specific details relating to the leveraging of any other dollars with LIWP co-funding will be negotiated with successful bidders should they identify leveraging strategies for additional measures in their budget narrative. The budget narrative should address both the Program Support Budget (Deliverables), Marketing and Outreach, as well as measure costs entered in the Bid Sheet.
- **Deliverables Cost Sheet (30 Points):** A Deliverables Cost Sheet (See **ATTACHMENT 7**) must be filled out to clearly indicate the total anticipated cost for each deliverable described in **Section IV.B**, and any additional deliverables identified by the Proposer.
- **Program Budget Summary and Bid Sheet (70 Points):** (see **ATTACHMENT 8**). The Program Budget Summary and Bid Sheet document contains instructions for completion. The Proposer shall complete the Budget Summary section in the second tab of the attached Program Budget Summary and Bid Sheet template for each region for which it is bidding. The Proposer will detail Administrative (Program Support costs) and Direct Program costs including installation, marketing and outreach. Please note that the contract resulting from this solicitation is deliverables based. RAs will only be compensated for producing the deliverables described for the bid amount. Secondly, the Proposer must complete the comprehensive Bid Sheet section in the third tab of the attached Bid Sheet template for each region for which it is bidding. The LIWP Budget Summary and Bid Sheets have been designed for each of the five Regions. Bid Sheets include all measures that may qualify for installation within a region. The Proposer shall input the per unit cost for each measure listed in the bid sheet. All RAs must fill in the Budget Summary and Bid Sheets fully and in a manner that will reflect cost effectiveness for program implementation.

Proposals that do not include all Deliverables in the Cost Proposal and all costs in the Program Budget Summary and Bid Sheet may be considered non-compliant.

V. REFERENCES (30 POINTS)

Proposer shall provide three references from organizations for which the Proposer has performed services outlined in this Solicitation within the past three years. One of the three references must be provided for the prime Proposer and attest to the Proposer's ability to successfully manage and implement projects of similar scope and size. One or more of the References should also address the key roles of the RA or Project Team members in marketing and service delivery. References provided will be contacted by CSD. 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. (See **ATTACHMENT 9** for additional instructions).

VI. 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 of 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 Section VI. B). The electronic copy must be provided in one single consolidated PDF file.

Proposals must comply with all RFP requirements. Before submitting a response to this RFP, Proposers should review the Proposal, correct all errors, and confirm compliance with the RFP requirements. Not complying with all of the RFP 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 each region for which it is bidding, plus five (5) paper copies of the Proposal with

copies of all relevant attachments for each region (with the exception of Attachments 2-5 and 10-13 as indicated in Attachment 1). 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 **December 9, 2016** 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	
FAX #	
	DO NOT OPEN
	Low-Income Weatherization Program Regional Administrator 2016 RFP-48 Sean Hammer, 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.

VII. 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 RFP. 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

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**). 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 (220 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:

- Proposer Qualifications (see **Section III**) (90 points);
- Approach and Workplan (110 points):
 - Project Team Description (see **Section IV.A**);
 - Overall Approach (see **Section IV. B**);
 - Workplan Narrative (see **Section IV. B**) ; and
- Workplan Timeline (see **Section IV.B**) (20 points).

The Review Panel will assess the ability of the Proposer to carry out the proposed deliverables and the technical components of the Proposal on the basis of completeness, responsiveness, clarity of presentation, and adequacy of the degree to which it complies with the RFP requirements.

In assigning points for individual components, the Review Panel members may consider issues including, but not limited to, the extent to which a Proposal:

- Is fully developed, comprehensive, and has few, if any, weaknesses, defects or deficiencies;

- Includes information of depth and breadth, and includes significant facts and/or details regarding the proposed approach and its effectiveness;
- Demonstrates that the Proposer understands and is responsive to the CSD's needs, the services sought, and/or the Proposer's responsibilities;
- Illustrates the Proposer's capability to perform all services and meet all requirements detailed in Deliverables;
- Is consistent with expectations outlined in Role of The Regional Administrator in **Section II. E**;
- Demonstrates the Proposer's capacity, capability, and/or commitment to exceed regular service needs (e.g., enhanced features, approaches, or methods, as well as creative or innovative business solutions, etc.).

Please properly label all information requested via this RFP so that relevant information may be easily identified and scored. Reviewers will base scores only on information provided within each of these specific sections.

Stage 3: Evaluation of Cost Proposal (110 Points)

The Review Panel will review each proposal individually and then score by consensus all aspects of the following requirements:

- Cost Proposal Narrative (see **Section IV. C**) (10 points);
- Deliverables Cost Sheet and Budget Summary (**ATTACHMENTS 7 AND 8**) (30 points); and
- Bid Sheet (**ATTACHMENT 8**) (70 points).

The Review Panel will assess whether proposed cost allocations for each deliverable are cost/value effective and cost adequate. The Cost Proposal attachments (**ATTACHMENT 7 and ATTACHMENT 8**) will be scored by CSD using the approach detailed below.

A maximum of 100 points will be awarded for the Cost Proposal attachments. 30 points will be awarded toward the Administration and Marketing cost component, and 70 points will be awarded toward the Measures cost component. In the Measures cost component, 5 points will go toward the Basic Measures Package, 15 points will go toward the Enhanced Measures Package, 25 points will go toward the Audit Measures Package, and 25 points will go toward the Solar Measures. Points awarded in each component will be combined to calculate the total points awarded in this stage. The Proposal offering the lowest total cost in the Administration and Marketing cost components earns the maximum component points. The Proposal offering the most cost effective GHG reductions for each measure category based on the most populous climate zone in the region earns the maximum component points in those components.

An overall maximum of 330 possible points may be achieved in Stages 2 and 3 and a minimum of 230 points must be achieved to move to Stage 4. Those Proposals that pass the requirements of Stages 1, 2

and 3 will be reviewed under Stage 4. Those Proposals that do not meet the requirements will be deemed non-compliant and will not be eligible to receive an award. (See **ATTACHMENT 14** for the Proposal Scoring Criteria Tool).

Stage 4: Reference Checks (30 points)

Once the Proposer has reached the minimum point value of 230, CSD will contact the references provided (See **ATTACHMENT 9**). One of the three references must be provided for the prime Proposer of the project team. 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 make a reasonable attempt to contact the references, but it is the sole responsibility of the Proposer to ensure that the provided references are available to respond in a timely manner. A maximum of 30 points will be awarded for reference checks.

Stage 5: Combining Proposer's Scores

CSD will combine the points of each qualifying Proposer from Stage 2 for the Proposal Review, Stage 3 for the Cost Proposal and Stage 4 for reference checks, and to find the total score for each qualifying Proposer prior to applying bidding preferences.

Stage 6: Adjustments to Score Calculations for Bidding Preferences

CSD will determine and confirm which entities, if any, are eligible to receive a bidding preference. Points for eligible bidding preferences, as explained in the following **Section VII.B**, will be calculated and applied after the Stage 5 score has been calculated.

B. PREFERENCE PROGRAMS

A Proposer may qualify for preference points described below.

Disabled Veteran Business Enterprise Incentive

The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete the STD. 843 Disabled Veteran Business Enterprise Declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. The STD. 843, Disabled Veteran Business Enterprise Declaration form is found at the following website: <http://www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf>. The STD. 843 must be completed and submitted with Proposal.

The DVBE Incentive Program applies to this solicitation. It is separate from the DVBE Participation Program and was established in Military and Veterans Code (MVC) §999 et seq., and 2 California Code of Regulations (CCR) §1896.99 et seq. The incentive is used only for evaluation purposes to arrive at the successful bidder and does not alter the amounts of the actual bid. Any responsive and responsible

bidder with the confirmed 100% DVBE participation is to receive the incentive. Bidders who are not responsive and not responsible are not eligible to receive the incentive.

CSD will apply this incentive to bids proposing the utilization of Department of General Services (DGS) Certified DVBE firms identified on the STD. 843, DVBE Declaration form. The information provided shall be verified by CSD prior to the award of the RFP. When applying the 5% DVBE Incentive, a Non-Small Business shall not displace an award to a DGS Certified Small Business.

- 1) CSD will apply an incentive to bids proposing the utilization of DGS Certified DBVE firms identified on the Bidder Declaration, GSPD-05-105. Information provided on the Bidder Declaration, GSPD-05-105 shall be verified by CSD prior to the award of the contract. The incentive amount is equal to a percentage of the lowest responsive and responsible Proposal based on the amount of DVBE participation in the Proposal being evaluated per the Tables below.

Confirmed DVBE Participation of:	DVBE Incentive:
5% or Over	5%
4% to 4.99% inclusive	4%
3% to 3.99% inclusive	3%
2% to 2.99% inclusive	2%
1% to 1.99% inclusive	1%

- 2) When applying the DVBE incentive, a NSB shall not displace an award to a DGS Certified Small Business. Refer to SCM Vol. 2, Section 3.5.5 for DVBE incentive percentage details.

Small or Microbusiness Preference

The Small Business preference provides certified small businesses and micro-businesses a calculation preference in the amount of five percent (5%) of the lowest, responsible bid submitted by a Bidder who is not a certified small business. The small business preference is used as a calculation to determine the lowest Bidder and does not affect the actual price bid.

The awarding department will grant small business a five percent (5%) Small Business preference on a bid evaluation when a responsible non-small business has submitted the lowest-priced, responsive bid pursuant to the evaluation of a solicitation method when a small business:

- Includes in its bid a notification to the awarding department that it is a small business or that it has submitted to the DGS Office of Small Business and DVBE Services (OSDS) a complete

application no later than 5:00 p.m. on the bid due date, and is subsequently certified by the Department of General Services as a small business;

- Submits a timely, responsive bid; and
- Has been determined to be a responsible Bidder.

Bidders having pending Small Business or DVBE Certification applications under review by the Department of General Services concurrent with the bid time frame should contact DGS/OSDS to request an expedite review/approval of their application in order to be considered for the small business preference during the evaluation of this bid. Contact DGS/OSDS at (916) 375-4940 to obtain information about the application expedite process.

Bidders must notify the Department in writing at the time of bid submission that they have an application for Small Business or DVBE certification under review at the DGS Office of Small and Disabled Veteran Business Certification, and they wish to be considered for the Small Business Preference Calculation.

Information on how to become certified as a small business, and other related information can be found online: <http://www.dgs.ca.gov/pd/Programs.aspx>. Proposers qualifying for this preference must submit a copy of their Small Business Certification.

Non-Small Business Preference

Non-Small Business (NSB) Bidders will be granted a five percent (5%) non-small business preference on a bid evaluation when a responsible non-small business has agreed to subcontract at least 25 percent of their bid price with a California certified Small Business and if the non-small business Bidder's bid is not the low price bid, or when a Proposal has been ranked as the highest scored bid pursuant to the evaluation of the solicitation.

Responding Bidders must:

- Include in its bid a notification to the awarding department that it commits to subcontract at least twenty-five percent (25%) of its net bid price with one or more California certified small business(s),
- Submit a timely bid as specified in the bid document,
- Be determined to be a responsive, responsible Bidder and,
- Identify the California certified small business(s) it commits to subcontract with. The Bidder shall list certified SB subcontractors and include their name, address, phone number, a description of the work performed, and the percentage (as specified in the solicitation) per subcontractor.

Further information can be found on the Internet at <http://www.dgs.ca.gov/pd/Programs/OSDS.aspx>.

Calculating Non-Small Business Preference

The non-small business calculation preference five percent (5%) is used for bid evaluation purposes only and applies only to the Admin and Marketing portion of the cost proposal. Awards made as a result of the NSB preferences shall be awarded at the Bidder's original bid price. The preference shall be computed as follows:

Bidder A, Low bid for Admin and Marketing, not a certified small business:	\$125,000
Bidder B, non-small business for Admin and Marketing (subcontracting 25% to a certified small business)	\$131,000
Calculation Preference:	$\$125,000 \times .05 = \$6,250$
	Bidder B \$131,000
Subtract calculated preference	- 6,250
Adjusted Bid for Bidder B	\$124,750

Ties Between Certified Small Business and DVBE Business

In the event of a precise tie between the bid of a small business and the bid of a disabled veteran enterprise that is also a small business, the award shall go to the disabled veteran enterprise that is also a small business.

Maximum Allowable Preferences

In no event shall the amount of the small business or non-small business subcontractor preferences awarded on a single bid exceed \$50,000, and in no event shall the combined cost of the small business or non-small business subcontractor preference and preferences awarded pursuant to any other provision of law exceed \$100,000. The five percent (5%) calculation preference is used for computation purposes only and does not alter or affect the actual bid price or the amount of the executed Contract. When a certified small business is the lowest responsive, responsible Bidder, then there is no need to compute the small business preference as the small business is the low Bidder.

Commercially Useful Function (Government code 14837)

A certified small business, micro-business Contractor, subcontractor or supplier, must meet commercially useful function requirements under Government Code Section 14837(d) (4). Selected firms must perform a "commercially useful function" (CUF) relevant to this Contract.

The term "small business Contractor, subcontractor supplier" means any person or entity that satisfies the ownership (or management) and control requirements in accordance with Government Code Section 14847 (d) (4) and provides services or goods that contribute to the fulfillment of the Contract

requirements by performing a commercially useful function. A person or an entity is deemed to perform a "commercially useful function" if that person or entity does all of the following:

- Is responsible for the execution of a distinct element of the work of the Contract;
- Carries out the obligation by actually performing, managing, or supervising the work involved;
- Performs work that is normal for its business services and functions; and
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

A Contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the Contractor's, subcontractors, or supplier's role is limited to that of an extra participant in order to obtain the appearance of disabled veteran business participation.

Bidder CUF Requirements

CSD has determined to the best of its ability that your firm meets the criteria above for "commercially useful function." In responding to this solicitation, you are confirming that, under California Code of Regulations 1896.1, your business provides goods and or services that meet the definition of "commercially useful function." All Bidders are required to provide CUF documentation using the attached State's Bidder Declaration Form GSPD-05-105 (see **ATTACHMENT 10**). When completing the declaration, Bidders must identify all subcontractors proposed for participation in the Contract. Any Bidder awarded a Contract is contractually obligated to use the subcontractor for the corresponding work defined unless the State agrees to a substitution.

Pending Small Business Certification

If your firm is seeking small business certification in order to be considered for small business preference related to this solicitation, you must have: 1) notified the Department of General Services, OSDS that you are responding to a solicitation and are seeking an Expedite Review of your small business certification application in relation to the solicitation; 2) provided DGS OSDS with the bid key action dates page from the bid itself, and 3) must have submitted a complete application with all required forms and documentation to OSDS for review and approval by close of business of the Bid submittal due date.

Notify CSD if, at the time of bid submission, your firm has a pending small business application with the Department of General Services, OSDS. The Department will verify your certification is pending or has been approved.

Small Business Nonprofit Veteran Service Agencies (SB/NVSA)

SB/NVSA prime Bidders meeting requirements specified in the Military and Veterans Code Section 999.50 et seq. and obtaining a California certification as a small business are eligible for the 5% small business preference.

C. AWARD PROCEDURES

An award, if made, will be made to the highest scoring Proposal. A maximum of one (1) award may be made per region.

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 **December 30, 2016**, for a period of no less than five (5) working days.

VIII. ADMINISTRATION

A. RFP DEFINED

The competitive method used for the procurement of services is a Request for Proposal (RFP). A Proposal submitted in response to this RFP will be scored and ranked based on the Scoring Criteria. Every Proposal must establish in writing the Proposer's ability to perform the RFP 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). Proposers shall not include printing services in their Proposals.

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 12**).

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 12**).

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 13**).

D. 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.

G. RFP CANCELLATION AND AMENDMENTS

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

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

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

H. ERRORS

If a Proposer discovers any ambiguity, conflict, omission, or other error in the RFP, 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 RFP, without divulging the source of the request for clarification. If a Proposer fails to report a known or suspected problem with this RFP or fails to seek clarification and/or correction of the RFP, the Proposer submits a Proposal at his/her own risk.

I. 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.

J. 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.

K. DISPOSITION OF PROPOSALS

Upon Proposal opening, all documents submitted in response to this RFP 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.

L. PROPOSER'S ADMONISHMENT

The RFP 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 RFP, 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 RFP are followed and appropriately addressed, and carefully reread the entire RFP before submitting Proposal.

M. 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 RFP documents or excuse the Proposer from full compliance with the RFP 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.

N. 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 RFP or if Department had followed the evaluation and scoring methods in the RFP. 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.

O. 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. The initial term of the agreement is 15 months. A Sample Standard Agreement, **ATTACHMENT 15**, is attached for review. The Proposer who is awarded a contract will be required to sign a Standard Agreement and related documents.

P. ATTACHMENTS

Attachments 1 through 13 are required to be included with 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: Deliverables Cost Sheet

Attachment 8: LIWP Budget Summary and Bid Sheet

Attachment 9: References

Attachment 10: Bidder Declaration (GSPD-05-105)

Attachment 11: Contractor Certification Clauses (CCC-307)

Attachment 12: Darfur Contracting Act Certification (if applicable)

Attachment 13: Certification of Financial Solvency for Non-Profit Organizations

The following Attachments, 14 through 18, are not required submittals for the Proposal, but are reference materials useful to the Proposer.

Attachment 14: Proposal Scoring Criteria

Attachment 15: Sample of Standard Agreement Contract (STD 213) with Exhibits A through E

Attachment 16: Sample Payee Data Record (Std. 204)

Attachment 17: California Disabled Veteran Business Enterprise (DVBE) Bid Incentive Instructions

Attachment 18: Glossary of Terms

ATTACHMENT 1: Required Submissions 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 five (5) paper copies of the Proposal with copies of all relevant attachments for each region (with the exception of Attachments 2-5 and 10-13 as indicated below). Complete this checklist by marking the box with an “X” for each item you are submitting to CSD.

<u>Form</u>	<u>Form Name/Description</u>
<input type="checkbox"/>	Attachment 1 Required Submissions Checklist
<input type="checkbox"/>	Requirement 1 Project Team Description (see Section IV.A) that includes:
<input type="checkbox"/>	Statement of Understanding of Regional Needs
<input type="checkbox"/>	Project Team Description
<input type="checkbox"/>	Project Organization Chart
<input type="checkbox"/>	Requirement 2 Approach and Workplan (see Section IV.B) that includes:
<input type="checkbox"/>	Overall Approach
<input type="checkbox"/>	Workplan Narratives (Deliverables)
<input type="checkbox"/>	Requirement 3 Cost Proposal Narrative (see Section IV.C)
<input type="checkbox"/>	Attachment 2 Proposal/Proposer Certification Sheet (Original copy only)
<input type="checkbox"/>	Attachment 3 Secretary of State Registration, if applicable (Original copy only)
<input type="checkbox"/>	Attachment 4 Minimum Qualifications Certification and required documentation (Original copies only)
<input type="checkbox"/>	Attachment 5 Fiscal Processes Certification (Original copy only)
<input type="checkbox"/>	Attachment 6 Workplan Timeline
<input type="checkbox"/>	Attachment 7 Deliverables Cost Sheet
<input type="checkbox"/>	Attachment 8 LIWP Budget Summary and Bid Sheet
<input type="checkbox"/>	Attachment 9 References
<input type="checkbox"/>	Attachment 10 Bidder Declaration (GSPD-05-105) (Original copy only)

- Attachment 11 Contractor Certification Clauses (CCC-307) (Original copy only)
- Attachment 12 Darfur Contracting Act Certification (if applicable) (Original copy only)
Certification of Financial Solvency for Non-Profit Organizations
- Attachment 13 (Original copy only)

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 RFP 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.**

Regions Bidding To (Check all that apply)	
<input type="checkbox"/> LIWP Region 1	<input type="checkbox"/> LIWP Region 3
<input type="checkbox"/> LIWP Region 2	<input type="checkbox"/> LIWP Region 4
<input type="checkbox"/> LIWP Region 5	
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.

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 Proposer is a 501(c)(3) non-profit corporation or a local governmental entity;	<input type="checkbox"/> Non-profit 501(c)(3) corporation <input type="checkbox"/> Local governmental entity
2. The Proposer has included documentation with the proposal showing that Proposer is a tax exempt 501 (c)(3) non-profit corporation, duly registered with the California Secretary of State; or alternatively, if Proposer is a governmental organization, Proposer must submit written certification that it is authorized under governing law to contract to provide services pursuant to this solicitation.	<input type="checkbox"/> IRS determination letter for 501(c)(3) non-profit corporation status attached <input type="checkbox"/> Local government entity certification attached
3. The Proposer team has demonstrated a minimum of three (3) years' experience administering and performing energy efficiency and solar PV installations in existing housing;	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. The Proposer team is in good standing with all appropriate local and state oversight licensing authorities;	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. The Proposer team shall maintain an active Class B, General Contractor License, issued by the California Contractors State License Board throughout the life of the contract. The Proposer team shall provide the contractor number of all general and specialty contractors for CSD to independently verify standing with State Contracting Board.	<input type="checkbox"/> List of Proposer team license numbers attached

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

In providing a Workplan, the Proposer shall detail each Task/Activity, including sub-tasks and sub-deliverables, to be provided under each deliverable as described in **Section IV.B**. 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 partially filled in with deliverables and activities during the ramp-up, implementation, and closeout period. The Headings may be modified by Proposers to more accurately reflect the proposed activity and timeline necessary for the completion of each activity. 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.

Workplan Timeline

Task/Activity #	Task/Activity	Month 1	M2	M3	M4	M5	M6	M7	M8	M9	M10	M11	M12
1.0.0	Deliverable 1: LIWP Ramp-Up Report												
1.1.0													
1.1.1													
1.1.2													
2.0.0	Deliverable 2: Completed Project Planning Tool												
2.1.0													
3.0.0	Deliverable 3: LIWP Regional Market Assessment and Marketing Approach												
3.1.0													
3.1.1													
4.0.0	Deliverable 4: Quality Assurance and Customer Satisfaction Approach												
4.1.0													
4.1.1													
5.0.0	Deliverable 5: LIWP Marketing Implementation Report												
5.1.0													
6.0.0	Deliverable 6: Monthly Contract Activity Report												
6.1.0													
6.2.0													
7.0.0	Deliverable 7: Closeout Report												
7.1.0													
7.1.1													
7.1.2													

ATTACHMENT 7: Deliverables Cost Sheet

The Proposer is responsible to fill out the Deliverables Cost Sheet below with the total dollar amounts for each deliverable line item. The Deliverables Cost Sheet shall include staff assigned, estimated hours, and hourly rate for each of the deliverables listed in the Workplan as fully-loaded rates. Other non-staff costs should also be itemized and addressed in the cost narrative. The template below is partially filled in for the same activities listed in the Workplan template in order to provide an example of an adequately filled out Deliverables Cost Sheet. The template should be edited to accurately represent the key staff assigned to each task.

Deliverables Cost Sheet

Project Role	Name	Hourly Rate
Team member 1	A	\$
Team member 2	B	\$
Team member 3	C	\$

Deliverables	Estimated Hours			Total Staff Cost	Total Other Costs	Total Amounts
	A	B	C			
1) LIWP Ramp-Up Report						\$
2) Completed Project Planning Tool						\$
3) Market Assessment and Approach						\$
4) Quality Assurance Approach						\$
5) Marketing Implementation Report						\$
6) Monthly Contract Activity Report						\$
7) Closeout Report						\$
TOTAL AMOUNT DELIVERABLES:						\$

ATTACHMENT 8: LIWP Budget Summary and Bid Sheets

The Proposer is responsible to fill out a comprehensive LIWP Budget Summary and Bid Sheets attached with instructions below to lay out all costs including administration, marketing, measures, and implementation. LIWP Budget Summary and Bid Sheets have been designed for each of the five Regions. Bid Sheets include all measures that may qualify for installation within a region. The proposer shall complete and submit the bid sheets that correspond to the regions for which it is bidding. All RAs must fill in the Budget Summary and Bid Sheets fully and in a manner that will reflect cost effectiveness for program implementation. See attachment below to find the Bid Sheets in Microsoft Excel format. Once the file is opened, the first tab, "Instructions" provides instructions on how to complete the Budget Summary and Bid Sheets. To open and download the files below, double-click the icons. The spreadsheets are also available in the Bidders' Library at <http://vendors.csd.ca.gov>.

Region 1 Budget Summary and Bid Sheets	
Region 2 Budget Summary and Bid Sheets	
Region 3 Budget Summary and Bid Sheets	
Region 4 Budget Summary and Bid Sheets	
Region 5 Budget Summary and Bid Sheets	

ATTACHMENT 9: References

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 RA or RA’s team 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. References also must be provided for any subcontractors that will be used under this contract.

REFERENCE 1

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

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

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: Bidder Declaration (GSPD-05-105)

The Bidder Declaration form (GSPD-05-105) is a required submittal. It is available at the following website:
<http://www.documents.dgs.ca.gov/pd/delegations/GSPD105.pdf>

ATTACHMENT 11: 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.

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

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

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

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.
6. SWEATFREE CODE OF CONDUCT:
 - a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, 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 12: 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.

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

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.

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

ATTACHMENT 13: 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: _____

Stage 1: Submission Requirements

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 are scored as a “Pass” for all components will continue to Stage 2. Proposers that are scored as a “Fail” for any component will be deemed non-compliant and will not be eligible to receive an award.

Stage 1: Administrative Compliance		
Criteria:	Fail	Pass
All required administrative documents are present and materially compliant with the general submission requirements of this RFP (refer to Attachment 1).	No	Yes
The Proposer is registered as a US tax-exempt non-profit organization under category 501 (c)(3), or is a local government entity.	No	Yes
The Proposer has submitted required documentation supporting Proposer’s eligibility to contract as RA.	No	Yes
The Proposer certifies that the project team fulfills the minimum qualifications and has attached documentation to verify each qualification.	No	Yes
RESULT:		

Stage 2: Proposal Review (220 points)

Proposers can receive up to 220 possible points. Points are combined from the Proposer’s Team Qualifications (includes Project Team Description), and Approach and Workplan (includes all Deliverables). Below is a summary scoring sheet by section followed by scoring sheets for each item within all sections.

Section	Point Value of Component	Point Value Earned
2.1. Proposer’s Team Qualifications: <ul style="list-style-type: none">• Organization Description• Desired Qualifications	90	
2.2. Approach & Workplan <ul style="list-style-type: none">• Overall Approach• Narrative on Future Deliverables• Workplan Timeline	130	
Total Stage Two	220	

2.1. Proposer's Team Qualifications (90 points)					
Organization Description	Fail	Poor	Fair	Good	Outstanding
2.1.1. Statement of Understanding of Regional Needs: Proposer provides insights using available reports, data and experience into the specific needs (e.g. energy efficiency and renewable energy and workforce development services) of low-income communities being targeted in the region.	0-2	3-4	5-6	7-8	9-10
2.1.2. Project Team Description, Organization & Governance: Proposer provides a detailed project organization chart and description of its team organizations and key personnel and clearly shows the specific role that each team member will have in performing the project functions to comprehensively serve low-income residents in the region, and a detailed explanation of the mechanisms of how each team member will be held accountable for performance.	0-2	3-4	5-6	7-8	9-10
Desired Qualifications	Fail	Poor	Fair	Good	Outstanding
2.1.3. Project Administration Experience: Proposer demonstrates understanding, experience, expertise, and capacity in administering projects similar in scope and size, and a record of success in administering the programs.	0-3	4-7	8-10	11-13	14-15

2.1.4. Marketing Experience: Proposer demonstrates understanding, experience, expertise, and capacity in marketing energy efficiency and renewable energy and/or related services to low-income residents in the region. Proposer demonstrates in-depth knowledge about the cultural, linguistic and socioeconomic factors of low-income communities within the region.	0-3	4-7	8-10	11-13	14-15
2.1.5. Energy Efficiency and Renewable Energy Experience: Proposer demonstrates experience, expertise, and capacity in providing energy efficiency and renewable energy and/or related services to low-income residents in the region.	0-3	4-7	8-10	11-13	14-15
2.1.6. Energy Audit/Solar Tools Experience: Proposer demonstrates experience, expertise, and capacity to utilize tools for audits for energy efficiency measures and solar PV system sizing in the region.	0-2	3-4	5-6	7-8	9-10
2.1.7. Workforce Development Experience: Proposer demonstrates experience, expertise, and capacity in providing workforce development and/or related services to low-income residents in the region.	0-3	4-7	8-10	11-13	14-15
Maximum Points Possible: 90	TOTAL SCORE:				

2.2. Approach and Workplan and Workplan Timeline (130 points)					
Overall Approach (70 points)	Fail	Poor	Fair	Good	Outstanding
2.2.1. The approach describes in detail the manner in which the Proposer will perform activities during each phase of the solicitation including Ramp-up, program implementation, and program closeout in the region.	0-3	4-7	8-10	11-13	14-15
2.2.2. Proposer describes in detail the approach to execute project oversight and plan to coordinate with subcontractors to ensure the success of program implementation in the region.	0-2	3-4	5-6	7-8	9-10
2.2.3. Proposer clearly articulates interdependencies with the department, identifies deliverables, and addresses how risks for on-time performance in the region will be mitigated.	0	1	2	3-4	5
2.2.4. Proposer clearly addresses the integration between the installation of energy efficiency measures and solar measures and how integration pertains to overall cost effectiveness and efficiency.	0	1	2	3-4	5
2.2.5. Proposer describes in detail a customer engagement approach that minimizes disruption to participating residents during the measure installation phase.	0	1	2	3-4	5

2.2.6. Proposer describes in detail a customer education approach to educate program participants about energy conservation in whole and as they pertain to the use of the specific measures that they received, and protocols to ensure that each program participant is aware of the warranties and recourses that they may have as a result of participating in the project.	0	1	2	3-4	5
2.2.7. Proposer describes in detail a short-term Workforce Development approach to engage unemployed and underemployed residents of DACs in the region and provide opportunities for training and employment in the required three month timeline.	0	1	2	3-4	5
2.2.8. Proposer takes into consideration the wage floor for each region and provides opportunities for creating higher paying jobs and a career ladder.	0	1	2	3-4	5
2.2.9. Proposer takes into consideration opportunities to leverage partnerships with regional workforce development agencies to provide recruitment, referral, and/or training services.	0	1	2	3-4	5
2.2.10. Proposer details plan to incorporate vendors located in the DACs when purchasing measures.	0	1	2	3-4	5
2.2.11. Proposer clearly identifies anticipated barriers and strategies to overcome those barriers.	0	1	2	3-4	5

Narrative on Future Deliverables (40 points)					
Deliverable 1: LIWP Ramp-Up Report	Fail	Poor	Fair	Good	Outstanding
2.2.11. Proposer describes in detail the activities performed to meet the administrative, fiscal, and technical needs of LIWP, and the articulated ramp-up activities align with the proposed overall approach to implementing LIWP in the region.	0	1	2	3-4	5
Deliverable 3: LIWP Regional Market Assessment and Marketing Approach					
2.2.12 The proposed market assessment clearly describes methods to target DACs in the region and to identify the linguistic, cultural, and socio-economic needs of the low-income residents in those areas and develop appropriate strategies for marketing and outreach.	0-2	3-4	5-6	7-8	9-10
2.2.13 The proposed marketing approach clearly describes the targeted marketing strategies to identified communities in the region; details how the Proposer will meet the unique needs of the eligible participants within the region; and explains what the proposed marketing approach hopes to achieve and why it will be effective.	0-2	3-4	5-6	7-8	9-10

2.2.14 The proposed marketing collateral meets all requirements of the RFP and Proposer provides a detailed description of how the linguistic, cultural and socio-economic needs communities in the region will be addressed and how collateral will engage potential program participants and encourage program participation.	0	1	2	3-4	5
Deliverable 4: Quality Assurance Approach	Fail	Poor	Fair	Good	Outstanding
2.2.15. Proposer describes in detail the approach to ensure quality assurance; clearly addresses a plan to ensure high quality installation of measures and execute proper inspection; and addresses how the approach will ensure customer satisfaction.	0-2	3-4	5-6	7-8	9-10
Workplan Timeline (20 points)	Fail	Poor	Fair	Good	Outstanding
2.2.16. The workplan timeline clearly delineates in a logical and realistic manner the tasks, activities, and resources required to meet RFP requirements; the workplan timeline is well-organized, detailed, and comprehensive.	0-2	3-4	5-6	7-8	9-10
2.2.17. The activities, tasks, and resources described in the workplan timeline align with the proposed overall approach to implementing LIWP in the region.	0-2	3-4	5-6	7-8	9-10
Maximum Points Possible: 130	TOTAL SCORE:				

Stage 3: Evaluation of Cost Proposal (110 points)

3. Cost Proposal (110 points)					
Cost Proposal Narrative (10 points)	Fail	Poor	Fair	Good	Outstanding
3.1. Proposer includes a cost proposal narrative that supports expenditure needs provided in the cost proposal, including a narrative on the Proposer’s use of leveraging to maximize usage of the program dollars in the region.	0-2	3-4	5-6	7-8	9-10
2.2. Administration and Marketing Cost Components (30 points)	See below:				
2.3. Measures (Bid Sheet) (70 points)	See below:				
Maximum Points Possible: 110	TOTAL SCORE:				

A maximum of 100 points will be awarded for the Cost Proposal attachments. 30 points will be awarded toward the Administration and Marketing cost component, and 70 points will be awarded toward the Measures cost component. In the Measures cost component, 5 points will go toward the Basic Measures Package, 15 points will go toward the Enhanced Measures Package, 25 points will go toward the Audit Measures Package, and 25 points will go toward the Solar Measures. Points awarded in each component will be combined to calculate the total points awarded in this stage.

3.2. Administration (Program Support) and Marketing Costs

The Proposal offering the lowest total cost in the Administration and Marketing cost components earns the maximum component points, with points then awarded through a cost conversion formula. The following example shows the formula used to calculate the award of cost points:

Administration and Marketing Cost Components (30 points)		
Proposer	Bid Amount	Low Bid = Maximum points 30 Low Bid /Current Bid x 30 = cost points
A	\$50,000	Low Bid = Maximum of 30 points
B	\$70,000	$\$50,000 \div \$70,000 \times 30 = 21 \text{ pts.}$
C	\$80,000	$\$50,000 \div \$80,000 \times 30 = 19 \text{ pts.}$

3.3. Measures (Bid Sheet)

The Proposal offering the most cost effective GHG reductions (in dollars per MTCO_{2e} reduced) for each measure category, to be calculated by CSD based on annual GHG reductions from the measure packages in the most populous climate zone in the region, earns the maximum component points in those components, with points then awarded through a cost conversion formula. The following examples show the formula used to calculate the award of cost points:

Measures Cost Component 1: Basic Measures (5 points)		
Proposer	\$ per MTCO _{2e} reduction	Low Bid = Maximum points 5 Low Bid /Current Bid x 5 = cost points
A	\$4,000	$\$2,000 \div \$4,000 \times 5 = 2.5 \text{ pts.}$

B	\$2,000	Low Bid = Maximum of 5 points
C	\$9,000	$\$2,000 \div \$9,000 \times 5 = 1.1$ pts.

Measures Cost Component 2: Enhanced Measures (15 points)		
Proposer	\$ per MTCO _{2e} reduction	Low Bid = Maximum points 15 Low Bid /Current Bid x 15 = cost points
A	\$7,000	$\$6,000 \div \$7,000 \times 15 = 12.9$ pts.
B	\$6,000	Low Bid = Maximum of 15 points
C	\$10,000	$\$6,000 \div \$10,000 \times 15 = 9$ pts.

Measures Cost Component 3: Audit Measures (25 points)		
Proposer	\$ per MTCO _{2e} reduction	Low Bid = Maximum points 25 Low Bid /Current Bid x 25 = cost points
A	\$4,000	$\$1,000 \div \$4,000 \times 25 = 6.25$ pts.
B	\$3,000	$\$1,000 \div \$3,000 \times 25 = 8.3$ pts.
C	\$1,000	Low Bid = Maximum of 25 points

Measures Cost Component 4: Solar Measures (25 points)		
Proposer	\$ per MTCO ₂ e reduction	Low Bid = Maximum points 25 Low Bid /Current Bid x 25 = cost points
A	\$4,000	$\$1,000 \div \$4,000 \times 25 = 6.25$ pts.
B	\$3,000	$\$1,000 \div \$3,000 \times 25 = 8.3$ pts.
C	\$1,000	Low Bid = Maximum of 25 points

Total Points (3.2 and 3.3) (100 points)							
Proposer	Administration and Marketing Cost Points (30 points)	Measures Cost Points (70 points)				Calculation (Component 1 + Component 2)	Total Points
		1	2	3	4		
A	30	2.5	12.9	6.25	6.25	$30 + 2.5 + 12.9 + 6.25 + 6.25 = 57.9$	57.9
B	21	5	15	8.3	8.3	$21 + 5 + 15 + 8.3 + 8.3 = 57.6$	57.6
C	19	1.1	9	25	25	$19 + 1.1 + 9 + 25 + 25 = 79.1$	79.1

Stage 4: Reference Checks (30 points)

Proposers who have passed Stage 2 and 3 with the required minimum point value will move to Stage 4: Reference Checks. Three references are required, and at least one reference 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 of more of the references must also address the key roles of the RA or RA’s team 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 make a reasonable attempt to the contact references provided. However, it is the sole responsibility of the Proposer to ensure that the provided references are available to respond in a timely manner.

Scoring will be based on the references’ experience with the Proposer as well as the success of the Proposer’s work on managing and implementing projects of similar scope and size; marketing; and service delivery. The following scoring criteria will be used:

References (30 points)					
<u>4.1 Administration Experience</u>	Fail	Poor	Fair	Good	Outstanding
Reference/s address prime Proposer Project Administration Experience: understanding, experience, expertise, and capacity in administering projects similar in scope and size, and a record of success in administering the programs.	0-2	3-4	5-6	7-8	9-10

<u>4.2 Marketing Experience</u>					
Reference/s address Proposer Marketing Experience: demonstrates understanding, experience, expertise, and capacity in marketing energy efficiency and renewable energy and/or related services to low-income residents in the region, and in-depth knowledge about the cultural, linguistic and socioeconomic factors of low-income communities within the region.	0-2	3-4	5-6	7-8	9-10
<u>4.3 Service Delivery Experience</u>					
Reference/s address Proposer's Service Delivery Experience: demonstrates experience, expertise, and capacity in providing energy efficiency and renewable energy and/or related services to low-income residents in the region.	0-2	3-4	5-6	7-8	9-10
Maximum Points Possible: 30	TOTAL SCORE:				

ATTACHMENT 15: Sample Standard Agreement (STD 213)

With Standard Exhibits C through D

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev 06/03)

AGREEMENT NUMBER

13CSD008

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: _____ through _____

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

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

ADDRESS

2389 Gateway Oaks Drive, Suite 100, Sacramento, California 95833-4246

California Department of General Services Use Only

Exempt per: W&I 5897(e)

EXHIBIT C – GENERAL TERMS AND CONDITIONS

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 unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. 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.

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 307 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 its 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 16: Sample Payee Data Record (STD 204)

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

ATTACHMENT 17: California Disabled Veteran Business Enterprise (DVBE)

Bid Incentive Instructions

The disabled veteran (DV) owner(s) and DV manager(s) of the Disabled Veteran Business Enterprise (DVBE) must complete the STD. 843 Disabled Veteran Business Enterprise Declaration when a DVBE contractor or subcontractor will provide materials, supplies, services or equipment [Military and Veterans Code Section 999.2]. The STD. 843, Disabled Veteran Business Enterprise Declaration form is found at the following website: <http://www.documents.dgs.ca.gov/pd/poliproc/STD-843FillPrintFields.pdf>. The STD. 843 must be completed and submitted with Proposal.

The DVBE Incentive Program applies to this solicitation. It is separate from the DVBE Participation Program and was established in Military and Veterans Code (MVC) §999 et seq., and 2 California Code of Regulations (CCR) §1896.99 et seq. The incentive is used only for evaluation purposes to arrive at the successful bidder and does not alter the amounts of the actual bid. Any responsive and responsible bidder with the confirmed 100% DVBE participation is to receive the incentive. Bidders who are not responsive and not responsible are not eligible to receive the incentive.

CSD will apply this incentive to bids proposing the utilization of DGS Certified DVBE firms identified on the STD. 843, DVBE Declaration form. The information provided shall be verified by CSD prior to the award of the RFP. When applying the 5% DVBE Incentive, a Non-Small Business shall not displace an award to a DGS Certified Small Business.

- 1) CSD will apply an incentive to bids proposing the utilization of DGS Certified DVBE firms identified on the Bidder Declaration, GSPD-05-105. Information provided on the Bidder Declaration, GSPD-05-105 shall be verified by CSD prior to the award of the contract. The incentive amount is equal to a percentage of the lowest responsive and responsible Proposal based on the amount of DVBE participation in the Proposal being evaluated per the Tables below.

Confirmed DVBE Participation of:	DVBE Incentive:
5% or Over	5%
4% to 4.99% inclusive	4%
3% to 3.99% inclusive	3%
2% to 2.99% inclusive	2%
1% to 1.99% inclusive	1%

- 2) When applying the DVBE incentive, a NSB shall not displace an award to a DGS Certified Small Business. Refer to SCM Vol. 2, Section 3.5.5 for DVBE incentive percentage details.

THE FOLLOWING MAY BE USED TO LOCATE DVBE SUPPLIERS:

Awarding Department: Contact the department’s contracting official named in this solicitation for any DVBE suppliers who may have identified themselves as potential subcontractors, and to obtain suggestions for search criteria to possibly identify DVBE suppliers for the solicitation. You may also contact the department’s SB/DVBE Advocate for assistance.

Other State and Federal Agencies, and Local Organizations:

STATE: Access the list of all certified DVBEs by using the Department of General Services, Procurement Division (DGS-PD), online certified firm database at www.eprocure.dgs.ca.gov

To begin your search, click on “SB/DVBE Search.” Search by “Keywords” or “United Nations Standard Products and Services Codes (UNSPSC) that apply to the elements of work you want to subcontract to a DVBE. Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at: www.eprocure.dgs.ca.gov. For questions regarding the online certified firm database and the CSCR, please call the OSDS at (916) 375-4940 or send an email to: OSDCHelp@dgs.ca.gov.

FEDERAL: Search the U.S. Small Business Administration’s (SBA) Central Contractor Registration (CCR) on-line database at www.ccr.gov/ to identify potential DVBEs and click on the "Dynamic Small Business Search" button. Search options and information are provided on the CCR Dynamic Small Business Search site. First time users should click on the “help” button for detailed instructions. Remember to verify each firm’s status as a California certified DVBE.

LOCAL: Contact local DVBE organization to identify DVBEs. For a list of local organizations, go to www.pd.dgs.ca.gov/smbus and select: DVBE Local Contacts (New 02/09) (pdf).

RESOURCES AND INFORMATION

For questions regarding bid documentation requirements, **contact the contracting official at the awarding department for this solicitation.** For a directory of SB/DVBE Advocates for each department go to: <http://www.pd.dgs.ca.gov/smbus/advocate.htm>.

The Department of General Services, Procurement Division (DGS-PD) publishes a list of trade and focus publications to assist bidders in locating DVBEs for a fee. To obtain this list, please go to www.pd.dgs.ca.gov/smbus and select:

- DVBE Trade Paper Listing (New 02/09) (pdf)
 - DVBE Focus Paper Listing (New 02/09) (pdf)
-

U.S. Small Business Administration (SBA):

Use the Central Contractor Registration (CCR) on-line database.

Internet contact only –Database: www.ccr.gov/.

FOR: Service-Disabled Veteran-owned businesses in California (Remember to verify each CVBE's certification).

Local Organizations: Go to www.pd.dgs.ca.gov/smbus

and select: DVBE Local Contacts (New 02/09) (pdf)

FOR: List of potential DVBE subcontractors

DGS-PD EProcurement

Website: <https://caleprocure.ca.gov/pages/index.aspx>

Phone: (916)375-2000

Email: eprocure@dgs.ca.gov

FOR: SB/DVBE search CSCR ad, Click on training tab to access eProcurement Training. Modules including small business SB/DVBE Search.

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

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

Website: www.pd.dgs.ca.gov/smbus

OSDS Receptionist, 8 am-5 pm: (916) 375-4940

PD Receptionist, 8 am-5 pm: (800) 559-5529

Fax: (916) 375-4950

Email: osdchelp@dgs.ca.gov

FOR: Directory of CA DVBE Certification applications, Certification status, General DVBE info, CVBE Utilization Plan, SB/DVBE Advocates

Commercially Useful Function Definition

California Code of Regulations, Title 2, § 1896.61(l):

The term "DVBE contractor, subcontractor or supplier" means any person or entity that satisfies the ownership (or management) and control requirements of §1896.61(f); is certified in accordance with §1896.70; and provides services or goods that contribute to the fulfillment of the contract requirements by performing a commercially useful function.

As defined in MVC §999, a person or an entity is deemed to perform a "commercially useful function" if a person or entity does **all** of the following:

- Is responsible for the execution of a distinct element of the work of the contract.
- Carries out the obligation by actually performing, managing, or supervising the work involved.
- Performs work that is normal for its business services and functions.
- Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.

A contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the contractor's, subcontractor's, or supplier's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of disabled veteran business enterprise participation.

ATTACHMENT 18: Glossary of Terms

This document refers frequently to a number of concepts, documents and terms that are important for the Proposer to understand. To avoid repeatedly defining terms throughout the document, the chart below includes frequently used terms that may assist the reader.

Audit	A specific (yet to be determined) commercial audit tool that will be prescribed by CSD. RAs will use the Audit tool to assess Measures that require an audit.
Bidders' Library	The Bidders' Library is an on-line library containing all of the documents proposers may need to prepare a complete and thorough bid. The Bidders' Library can be found at http://vendors.csd.ca.gov
Climate Zones	Climate Zones, as defined by the California Energy Commission. Those zones can be viewed here: http://www.energy.ca.gov/maps/renewable/building_climate_zones.html
DAC or Disadvantaged Community	Disadvantaged Communities (DACs) are census tracts determined by the California Environmental Protection Agency (CalEPA) as the 25% of California census tracts most disproportionately burdened by and vulnerable to multiple sources of pollution and other indicators. DACs are identified using CalEnviroScreen2.0.
CES2.0	CalEnviroScreen2.0. The CalEPA mapping tool used to identify DACs. CES2.0 is located at http://oehha.ca.gov/calenviroscreen/report/calenviroscreen-version-20 .
Eligible/Eligibility	One of the three criteria identified in this document as qualifying a household to be served under LIWP. These include: Income Eligibility, Categorical Eligibility and Neighborhood Eligibility.
Household	All individuals living under one roof or at one address, whether those individuals are related or not.
Intake	The act of collecting all documentation required to determine a household's LIWP eligibility.
Measure Standards	A description of each Qualifying Measure, providing assessment and installation guidelines.
Program Guidelines	Program Guidelines are created in accordance with Government Code Section 12087.5. They establish program "rules" and are subject to public comment. The Draft Program Guidelines that apply to this procurement are entitled "Fiscal Year 2015-16 Appropriation Procurements: Single-Family Energy Efficiency and Single-Family Solar Photovoltaics" and can be found on CSD's website and in the Bidders' Library
Measures	One of the allowable energy efficiency or renewable measures allowed to be installed under LIWP. As defined herein, there are differing types of measures with differing requirements for eligibility and installation.
Single-Family Dwelling	Includes detached and attached or semi-attached residences (e.g. zero lot-line homes, halfplexes or townhomes) and mobile homes, either rented or owner-occupied. Refer to the Program Guidelines for more detail.