

LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM

SECONDARY REQUEST FOR PROPOSAL 2022-RFP-98



State of California
Department of Community Services and Development
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Table of Contents

- 1. OVERVIEW 5**
 - 1.1. PURPOSE..... 5
 - 1.2. CONTRACT TERM AND AVAILABLE FUNDING 5
 - 1.3. KEY ACTION DATES 6
 - 1.4. BIDDERS’ CONFERENCE (OPTIONAL)..... 6
 - 1.5. QUESTIONS AND REQUEST FOR REQUIREMENTS CHANGE..... 7
 - 1.6. BIDDERS’ LIBRARY 7
 - 1.7. RESPONSES TO WRITTEN QUESTIONS..... 8
 - 1.8. CONTACT INFORMATION..... 8
- 2. BACKGROUND 8**
 - 2.1. CALIFORNIA DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT 8
- 3. SCOPE OF WORK..... 10**
 - 3.1. TASKS AND DELIVERABLES 10
 - TASK 1. DIRECT PAYMENT SERVICE ENROLLMENT 10
 - TASK 2. PAYMENT DISBURSEMENT 12
 - TASK 3. FINANCIAL AND PROGRAM REPORTING..... 16
 - TASK 4. PARTICIPATION IN PROGRAM OVERSIGHT ACTIVITIES..... 17
 - 3.2. ACCELERATION CLAUSE 17
 - 3.3. VENDOR’S RESPONSIBILITIES..... 17
 - 3.4. LOCATION..... 18
 - 3.5. CSD’S RESPONSIBILITIES..... 19
- 4. VENDOR QUALIFICATIONS..... 19**
 - 4.1. MINIMUM QUALIFICATIONS 19
 - 4.2. DESIRED QUALIFICATIONS 19
- 5. PROPOSAL REQUIREMENTS..... 20**
 - 5.1. PART 1: NARRATIVE ELEMENTS..... 20
 - 5.1.1 ORGANIZATION AND KEY PERSONNEL EXPERIENCE (30 POINTS) 20
 - 5.1.2 APPROACH (20 POINTS)..... 21
 - 5.1.3 WORKPLAN NARRATIVE AND TIMELINE (10 POINTS)..... 21
 - 5.1.4 INFORMATION TECHNOLOGY (IT) PLAN (10 POINTS)..... 21
 - 5.2. PART 2: COST PROPOSAL 22
 - 5.2.1 COST SHEET (30 POINTS)..... 22

6. SUBMISSION INSTRUCTIONS	22
6.1. REQUIRED FORMAT FOR A PROPOSAL	22
6.2. ELECTRONIC SUBMISSION.....	23
7. SCORING PROCESS	24
7.1. PROPOSAL SCORING.....	24
7.2. FINAL SCORE AND PREFERENCES PROGRAMS	25
SMALL BUSINESS CERTIFICATION PREFERENCE PROGRAM	25
TARGET AREA CONTRACT PREFERENCE ACT (TACPA)	25
DISABLED VETERAN BUSINESS ENTERPRISE (DVBE).....	26
7.3. AWARD PROCEDURES.....	26
7.4. PROTEST PROCEDURES	26
8. ADMINISTRATION.....	27
8.1. COST OF DEVELOPING PROPOSAL	27
8.2. CONFIDENTIAL INFORMATION	27
8.3. DARFUR CONTRACTING ACT OF 2008.....	27
8.4. IRAN CONTRACTING ACT	27
8.5. ECONOMIC SANCTIONS IN RESPONSE TO RUSSIA'S ACTIONS IN UKRAINE (EO N-6-22)	28
8.6. RFP CANCELLATION AND AMENDMENTS.....	28
8.7. ERRORS.....	29
8.8. MODIFYING OR WITHDRAWAL OF PROPOSAL	30
8.9. IMMATERIAL DEFECT	30
8.10. DISPOSITION OF PROPOSALS	30
8.11. BIDDER'S ADMONISHMENT	30
8.12. REJECTION OF PROPOSAL	30
8.13. AGREEMENT EXECUTION AND PERFORMANCE	30
8.14. ATTACHMENTS	31
ATTACHMENT 1 – Required Attachments Check List.....	31
ATTACHMENT 2 – Proposal/Proposer Certification Sheet	32
ATTACHMENT 3 – Minimum Qualification Certification	34
ATTACHMENT 4 – Reference Forms	35
ATTACHMENT 5 – Key Personnel Resumes.....	37
ATTACHMENT 6 – Organization Chart.....	38
ATTACHMENT 7 – Timeline	39
ATTACHMENT 8 – Technology Assessment Form.....	40

ATTACHMENT 9 – Cost Proposal	43
ATTACHMENT 10 – Bidder Declaration (GSPD-05-105).....	44
ATTACHMENT 11 – Contract Certification Clauses (CCC 04/2017).....	45
ATTACHMENT 12 – Sample Letter of Subcontractor Commitment (If Applicable).....	50
ATTACHMENT 13 – Darfur Contracting Act Certification (If Applicable).....	52
ATTACHMENT 14 – Iran Contracting Act Verification Form	54
ATTACHMENT 15 – Compliance with Economic Sanctions in Response to Russia’s Actions in Ukraine Form.....	56
ATTACHMENT 16 – Payee Data Record (STD 204)	57
ATTACHMENT 17 – California Civil Rights Laws Attachment.....	58

1. OVERVIEW

1.1. PURPOSE

The 2022-23 California State Budget Act appropriated \$200 million in one-time funding to the Department of Community Services and Development (CSD) to extend the administration of the federally funded Low Income Household Water Assistance Program (LIHWAP or federal LIHWAP). Using these funds, CSD intends to launch a state version of the federal LIHWAP, and officially referred to as LIHWAP 2.0.

The federal LIHWAP provides financial assistance to eligible low-income households to help reduce the financial burden for residential water and wastewater services, hereinafter referred to as water services. More specifically, eligible low-income households may receive financial assistance to alleviate a past due water service utility bill arrearages, as well as assist with paying for current water services.

LIHWAP 2.0 will be largely modeled after CSD's implementation of the federal LIHWAP program, which began in June 2022 and concludes on September 30, 2023, the end of the federal LIHWAP grant period. LIHWAP 2.0 implementation will continue the availability of low-income water assistance within the state through September 2026 or until funding is expended, whichever occurs first.

This Request for Proposal (RFP) seeks a vendor to administer payment disbursement services for CSD's LIHWAP 2.0. The selected vendor will maintain responsibility for establishing direct payment agreements with California community water systems, wastewater treatment providers, sewer system corporations, and billing entities (hereinafter referred to as water systems) to facilitate the crediting of LIHWAP benefits directly to an applicant's water service account, and provide direct payment of LIHWAP benefits to applicants whose water system is not enrolled in a direct payment agreement, or if utilities are included in rent or sub-metered.

1.2. CONTRACT TERM AND AVAILABLE FUNDING

CSD will award up to \$154,500,000 for administration and household benefit distribution. The maximum amount the vendor can receive for administration is \$4,500,000, with the remaining balance of \$150,000,000 to be used for the payment of applicant LIHWAP assistance benefits.

CSD approximates the contract term to cover June 19, 2023 to September 30, 2026. The actual contract term will largely depend on public participation in LIHWAP. The vendor shall perform services during normal business hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, excepting State of California holidays per the California Department of Human Resources.

CSD may, at its sole discretion, propose to augment the contract for additional funding and/or extend the contract for additional time through a contract amendment. The

amount of the additional funding shall be no greater than \$500,000, contingent upon agreement between CSD and the vendor for the continuation of the contract without a change in scope.

1.3. KEY ACTION DATES

It is recognized that time is of the essence. All prospective bidders are hereby advised of the following schedule, and will be expected to adhere to the required dates and times:

DATE	KEY ACTION
April 21, 2023	Request for Proposal (RFP) Made Available
May 2, 2023, 10:00 a.m. to 12:00 p.m. PDT	Bidders' Conference (Attendance Optional)
May 5, 2023, by 5:00 p.m. PDT	Deadline for Written Question Submission
May 11, 2023, by 5:00 p.m. PDT	Responses to Written Questions Posted on Cal eProcure and CSD's Website
May 12, 2023, by 5:00 p.m. PDT	Deadline for Request for Requirements Change
May 12, 2023, by 5:00 p.m. PDT	Deadline for Intent to Submit Proposal
May 19, 2023, by 5:00 p.m. PDT	Deadline for Proposal Submission
May 24 – June 16, 2023	Evaluation of Submitted Proposals
June 19, 2023 (<i>Estimate</i>)	Notice of Intent to Award Posted on Cal eProcure and CSD's Website
June 22, 2023 (<i>Estimate</i>)	Release Contract
June 26, 2023 (<i>Estimate</i>)	Contract Execution

1.4. BIDDERS' CONFERENCE (OPTIONAL)

An optional bidders' conference will be held on May 2, 2023, from 10:00 a.m. to 12:00 p.m. Pacific Daylight Time (PDT) and will take place virtually on Zoom. Please register for the conference beforehand at <https://csd-ca.zoomgov.com/meeting/register/vJltcO2upj0tG2nViNfiph5OekiiKUjlkdE>.

CSD will accept questions during the Bidder's Conference and will make a reasonable attempt to provide answers prior to the conclusion of the conference. Oral answers may be high level summaries and shall not be binding on the State. All questions received during the conference and via email by the Key Action Dates in Section 1.3 of the RFP will be consolidated into a written Q&A document.

CSD strives to comply with the Americans with Disabilities Act (ADA) and will ensure that the bidders' conference is accessible to persons with disabilities. This notice will be available to the public in appropriate alternative formats when requested. To request such services, please call or write via email the following by 5:00 p.m. PDT on April 28, 2023:

CSD Procurement Services Unit
 Email: BNCS@csd.ca.gov
[\(916\) 576-7109](tel:(916)576-7109)

1.5. QUESTIONS AND REQUEST FOR REQUIREMENTS CHANGE

Bidders requiring clarification of the intent or content of this RFP, or on procedural matters regarding the competitive bidding process, may request clarification by submitting questions in an email clearly marked “Questions Relating to 2022-RFP-98.” This must be directed to CSD’s Procurement Services Unit and submitted in writing via email to BNCS@csd.ca.gov by 5:00 p.m. PST on May 5, 2023. Each question should reference the RFP section pertaining to the question.

At its discretion, CSD reserves the right to contact a bidder to seek clarification on their submitted question and/or request for requirements change. If a bidder fails to report a known or suspected problem with this RFP or fails to seek clarification and/or correction of the RFP, the bidder submits a proposal at their own risk.

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

All questions will be answered in writing and posted on the Cal eProcure website at www.caleprocure.ca.gov, as well on the CSD website at www.csd.ca.gov/Pages/contractopportunities.aspx. Any material changes to the RFP will be made in the form of an official written addendum which will be issued to all parties/participants. Verbal information is not binding upon CSD.

1.6. BIDDERS’ LIBRARY

This RFP references and incorporates program documents contained within a Bidders’ Library, access available upon request, on [CSD’s Contracting Opportunities webpage](#). The Bidders’ Library will be made available at the time the formal RFP is released. The following is the list of documents included in the Bidders’ Library:

1. Appendix A – List of water systems currently enrolled in LIHWAP Direct Pay Agreement
2. Invoice Schedule
3. Sample Standard Agreement (STD 213)
4. Example – Direct Pay Agreement
5. Payment Flow
6. Contract Related Requirements (non-negotiable)
 - a. Confidentiality Agreement
 - b. Addendum A - CSD Contractor Security Addendum A
 - c. Non-IT General Provisions
 - d. Exhibit C – General Terms and Conditions
 - e. Exhibit D – Special Terms and Conditions
 - f. Exhibit E – Lobbying Certification

Bidders are strongly cautioned to read and understand these documents prior to submitting their proposals. CSD may update or replace documents in the Bidders' Library prior to and after the award. The current (i.e., updated, including draft) versions of these documents shall be updated as necessary throughout the term of the contract.

1.7. RESPONSES TO WRITTEN QUESTIONS

CSD's responses to written questions received will be provided to all potential bidders via posting on the [Cal eProcure procurement website](#) and [CSD's Contracting Opportunities webpage](#) by May 11, 2023.

At the sole discretion of CSD, questions and requests may be edited by CSD for clarity. Any material changes to the RFP will be made in the form of an official written addendum to all parties/participants. Verbal information given will not be binding upon CSD.

1.8. CONTACT INFORMATION

All communications, unless otherwise specified, should be directed to the following:

CSD Procurement Services Unit
California Department of Community Services and Development
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833
Email: BNCS@csd.ca.gov

2. BACKGROUND

2.1. CALIFORNIA DEPARTMENT OF COMMUNITY SERVICES AND DEVELOPMENT

The Department of Community Services and Development (CSD) is a State of California department under the California Health and Human Services Agency (CalHHS) umbrella.

The mission of CSD is to reduce poverty for Californians by administering and enhancing energy and community service programs that result in an improved quality of life for low-income Californians. CSD fosters strong partnerships with local community organizations to provide high impact programs and leverage strategic resources resulting in ever-increasing hope, dignity, and quality of life for California's low-income residents.

CSD manages four statewide energy saving weatherization programs for low-income households through a network of forty-one (41) contracted Local Service Providers (LSPs). The programs are described below:

LOW INCOME HOME ENERGY ASSISTANCE PROGRAM (LIHEAP)

The U.S. Department of Health & Human Services (HHS) funded Low Income Home Energy Assistance Program (LIHEAP) provides financial assistance to eligible households to offset the costs of heating and/or cooling of residential dwellings, and the Energy Crisis Intervention Program provides payments for supply shortage and weather-related or energy-related emergencies. In conjunction with the financial energy assistance offerings of the program, LIHEAP funds free weatherization services to reduce heating and cooling costs and improve the energy efficiency of homes, including attic insulation, weather-stripping, minor housing repairs, caulking, water heater blankets, refrigerator replacement, electric water heater repair/replacement, heating and cooling system repair/replacement, compact fluorescent lamps, thermostats, and related energy conservation measures. CSD strategically leverages its LIHEAP weatherization funding to assist the administration of the U.S. Department of Energy Weatherization Assistance Program described below.

WEATHERIZATION ASSISTANCE PROGRAM (WAP)

The U.S. Department of Energy (DOE) Weatherization Assistance Program (WAP) provides free weatherization services to eligible low-income households to improve the energy efficiency and overall health and safety of their homes. Households are also educated on basic energy efficiency practices and instructed on the proper use and maintenance of the measures installed. Typical weatherization measures may include weather-stripping, insulation, caulking, water heater blankets, refrigerator replacement, electric water heater repair/replacement, heating and cooling system repair/replacement, compact fluorescent lamps, and thermostats.

LOW-INCOME WEATHERIZATION PROGRAM (LIWP)

The Low-Income Weatherization Program (LIWP), part of California Climate Investments, is an energy efficiency and renewable energy generation program administered by CSD. LIWP includes the Farmworker Housing Component which provides no-cost rooftop solar photovoltaics (PV) systems and energy efficiency upgrades to low-income farmworker households, and the Multi-Family Energy Efficiency and Renewables component, which provides technical assistance and incentives for the installation of energy efficiency measures and solar PV systems in low-income multi-family dwellings. LIWP program components are designed to reduce greenhouse gas emissions and lower energy costs for low-income priority populations.

LOW INCOME HOUSEHOLD WATER ASSISTANCE PROGRAM (LIHWAP)

Modeled after LIHEAP, the Low Income Household Water Assistance (LIHWAP) provides financial assistance to low-income Californians to help manage their residential water utility costs. Established by Congress in December 2020, this federally funded program will help low-income households pay down their outstanding water or wastewater bills.

Find more information about the history of CSD and its programs at:
www.csd.ca.gov/programs.

3. SCOPE OF WORK

3.1. TASKS AND DELIVERABLES

TASK 1. DIRECT PAYMENT SERVICE ENROLLMENT

TASK 1.1. ENROLL OR CONFIRM NONPARTICIPATION FOR ALL WATER SYSTEMS THAT ARE CURRENTLY PARTICIPATING IN LIHWAP DIRECT PAYMENT AGREEMENT:

No later than ninety calendar (90) days after the execution of the contract, the selected vendor shall:

1. Enroll water systems currently subscribed to receiving direct payment of LIHWAP benefits under federal LIHWAP by: 1) Executing a LIHWAP 2.0 Direct Pay Agreement (DPA), **OR 2) Confirm a water system's election to no longer continue participation in the LIHWAP direct payment program.**

To meet the enrollment expectation no later than ninety (90) days after contract execution, the vendor shall attempt to contact (by phone or email) the water system an agreed upon number of times to enroll or obtain a verbal or written statement from the water system confirming non-participation and the reason for non-participation. If a water system is unresponsive after the agreed-upon attempts, the vendor shall document each attempt and upon approval by CSD, be deemed to have satisfied this deliverable.

Please refer to Appendix A, in the Bidders' Library, for the current list of water systems enrolled in LIHWAP DPA. At the time of the contract award, CSD will provide the vendor with the most up-to-date list of water systems currently enrolled, to include contact information.

Full reimbursement for this deliverable is contingent on the vendor achieving 100 percent of enrollment or confirmation of non-participation or documentation of non-responsiveness. If the vendor achieves less than 100 percent by ninety (90) days after contract execution, reimbursement will be pro-rated as follows:

Percentage Achieved	Reimbursement
100%	100%
90% to 99%	85%
80% to 89%	75%
70% to 79%	65%
Below 70%	0%

TASK 1.2. DEVELOP DIRECT PAYMENT AGREEMENT AND ENROLLMENT PORTAL:

The selected vendor will modify the existing standardized DPA, as needed, to specify the obligations of the water systems, and submit the revised DPA to CSD for approval within ten (10) business days of contract execution. The existing DPA can be found in the Bidders' Library.

CSD is delegating the responsibility to the selected vendor to enter into the DPA directly with the water systems. The selected vendor shall manage the execution of the DPA to include the water system's submission of all required State forms, when necessary.

Vendor shall design and maintain a secure, web-based portal for water system enrollment and securing direct payment agreements with water systems.

TASK 1.3. CONTINUOUS ENROLLMENT OF ELIGIBLE WATER SYSTEMS NOT ENROLLED IN LIHWAP 2.0 DIRECT PAYMENT AGREEMENTS:

Vendor shall continue to enroll interested water systems not previously enrolled in LIHWAP that have the capacity to meet the terms and conditions of the DPA through the life of the contract or by a date determined by CSD.

Vendor shall develop and implement a referral system in coordination with CSD that enables LSPs and CSD to refer water systems to vendor for potential enrollment. The referral system shall be an automated process that promptly notifies the LSPs or CSD upon receiving a referral, and provides up-to-date status information regarding enrollment of the referred water system.

Priority for enrollment shall be given to water systems referred to vendor by CSD or LSPs. Vendor shall contact the referred water system within three (3) business days of receiving the referral.

TASK 1.4. ENROLLMENT AND REFERRAL STATUS:

Vendor shall develop and maintain an online dashboard in consultation with CSD and as approved by CSD, which provides real-time enrollment data to CSD. The dashboard should identify enrolled water systems, water systems that elected not to participate, water systems that are non-responsive, and the number of attempts made to contact the water system to enroll. The dashboard shall be able to produce reports with subsets of the required data as requested by CSD. The dashboard shall include the following information:

- Name of water system.
- Water system unique identifier.
- Water system type (e.g., water, wastewater, water/wastewater, or billing entity).
- Enrollment status (e.g., in progress, not participating, enrollment complete).
- Enrollment date.
- Served counties.

- Primary point of contact (e.g., name, title, email, and phone number).
- Date and number of attempts to contact water system to obtain confirmation of non-participation and water system response (if any).
- Contact method (e.g., phone call, email, webinar).
- Date referred system contacted.
- Referral status (e.g., in process of enrollment, not participating).

TASK 1.5. MARKETING AND OUTREACH:

No later than three (3) business days after contract execution, the vendor shall coordinate with CSD to develop a detailed Marketing and Outreach Strategic Plan (Plan) to encourage water system ongoing participation in the LIHWAP direct payment program for CSD review and approval. The Plan must include the following:

- Outreach approach (e.g., mass emails, phone calls, webinars, trainings) to enroll existing water systems enrolled in the LIHWAP direct payment program or obtain confirmation of non-participation;
- Utilization of websites, platform, social media, partnerships, etc.; and
- Marketing materials and scripts.

Vendor shall coordinate with CSD to develop marketing materials that will be used to promote water system enrollment. The final marketing materials must be approved by CSD.

TASK 1 DELIVERABLES:

- Deliverable 1. Revise the existing standardized DPA.
- Deliverable 2. Develop and maintain an online Enrollment and Referral Status Dashboard.
- Deliverable 3. Develop and maintain a secure, web-based portal for water system enrollment and secure direct payment agreements with water systems.
- Deliverable 4. Provide a comprehensive Plan for the enrollment of existing water systems into a DPA or approach to confirming non-participation.
- Deliverable 5. Achieve 100 percent of enrollment or confirmation of non-participation or documentation of non-responsiveness of the water systems.

TASK 2. PAYMENT DISBURSEMENT

CSD will release funds to the vendor via a warrant from the State Controller's Office, together with the corresponding account information. The vendor will then distribute payments through one of two methods:

1. For water systems enrolled in DPA, the vendor will make batch payments and provide the necessary account information for the water system to apply the payment.

2. For individuals whose water system is not enrolled in LIHWAP 2.0 DPA, or whose utilities are included in rent or sub-metered, the vendor will issue single or dual-party checks.

Please refer to the Bidders' Library for the payment flow process for payments that are issued directly to the water system. Details of the payment flow process for individual checks will be determined by mutual agreement between the CSD and the vendor.

TASK 2.1. PAYMENT DISBURSEMENT REQUIREMENTS FOR DIRECT PAYMENT TO WATER SYSTEMS AND PAYMENT TO INDIVIDUALS:

The selected vendor (Vendor) shall issue LIHWAP 2.0 payments directly to water systems on behalf of eligible applicant. Based on current projections of the federally funded LIHWAP, CSD estimates an average of 165 batch warrants will be issued either by direct deposit or by check weekly to water systems. These projections are subject to change based on the volume of applicant participation.

Vendor shall also be responsible for issuing single or dual party checks to eligible applicants whose water systems are not participating in LIHWAP DPA or where the applicant's utilities are included in rent or utilities are sub-metered. Details of this service will be defined in coordination with the vendor. Based on experience from other similar programs, CSD estimates that approximately 12,000 checks will be issued over a twelve (12) month period to eligible applicants. These projections are subject to change based on the volume of applicant participation.

Vendor shall implement a technological solution to disburse and track payments issued to water systems and individuals in a timely and efficient manner. Vendor shall provide descriptions if they have an existing solution that may be adapted for this purpose.

Within seven (7) business days of contract execution, Vendor shall establish a bank account, escrow, or trust fund account that meets the [federal cash management guidelines](#).

CSD shall send Vendor a weekly payment schedule, by water system and/or individual, via a secure method and disburse funds via a state warrant in the total amount indicated on the payment schedule. The payment schedule will be broken out by water system and/or individual and will include account holder, account number, account holder address, water system billing address, type of benefit (non-arrearage or arrearage assistance), and amount of payment to be applied to each customer's account, or the amount of payment to be issued to an individual if the water system is not enrolled in a DPA, or utilities are included in rent or sub-metered.

Vendor shall deposit the warrant into a bank account, escrow, or trust fund account within one (1) business day upon receipt.

Vendor shall disburse payments to water systems and or individuals in accordance with the payment schedule within three (3) business days of receiving funds from CSD and CSD's approval to disburse.

Disbursement of payments may occur through electronic transfer or by check to the water system depending on the water system's preferred method for receiving payment. Payments to individuals are to be disbursed by a single or dual-party check.

TASK 2.2. DIRECT PAYMENT RECONCILIATION REQUIREMENTS:

Vendor shall collect an electronic Direct Pay Summary Report from each water system within thirty (30) calendar days from receipt of payment along with payment returns. The Direct Pay Summary Report must include the following information from each water system:

- Total Number of Accounts on Pay Run.
- Total Number of Accounts Receiving a Full LIHWAP Assistance Payment.
- Total Number of Accounts Receiving a Partial LIHWAP Assistance Payment.
- Total Number of Accounts where the Full LIHWAP Assistance Payment was unable to be applied and returned as a Full Credit Return.
- Total Dollar Amount of Full LIHWAP Assistance Payments issued.
- Total Dollar Amount of Partial LIHWAP Assistance Payments Issued by the Water System.
- Total Dollar Amount of Full LIHWAP Assistance Payment credit returns by customer account to include account number, account holder name, bill address, and amount of return.
- Total Dollar Amount of Partial LIHWAP Assistance Payment returns by customer account to include account number, account holder name, bill address, and amount of return.
- Confirmation that services were restored or disconnection prevented, if applicable, by customer account to include account number, account holder name, and amount of benefit applied.

Vendor shall deposit full or partial credit returns into the vendor's bank account, escrow, or trust account within one (1) business day of payment receipt. The return funds will be treated as cash-on-hand and used towards future direct pay run payments.

Vendor shall securely provide CSD an electronic Direct Payment Summary Report within two (2) business days of receiving the report from the water system. CSD will update customer records in its Combined Outcome Reporting Engine (CORE) with status of payment.

Vendor shall work with water systems to resolve misapplied benefits to ensure the benefit is accurately applied to the correct customer account. Vendor shall inform CSD of the resolution of misapplied benefits through the Monthly Program Report.

Vendor will troubleshoot any payment issues and report unresolved issues to CSD within twenty-four (24) hours. Vendor shall document these issues through the Monthly Program Report.

Vendor shall develop process and procedures as approved by CSD to address a water systems noncompliance with submitting the DPA within 30 calendar days and handling disbursement payments in accordance with DPA terms and conditions. The process and procedures should reflect actions by the Vendor to notice the water system of the issue of noncompliance, progressive steps to be taken by the Vendor to resolve the noncompliance violation or finding, and action to be taken by the Vendor when attempts to resolve the noncompliance violation or finding prove unsuccessful.

TASK 2.3. NON-DIRECT PAYMENT RECONCILIATION FOR INDIVIDUALS:

Vendor shall track payment issued to individuals to confirm the check has been cashed. If the check has not been cashed within a mutually agreed upon number of days, then Vendor shall ensure funds are redeposited for reissuance to eligible households.

For any checks Vendor determines to be lost, Vendor is to establish a reissuance process to the customer. Vendor is to describe their approach to check reissuance process and tracking.

TASK 2.4. PAYMENT PORTAL:

Vendor shall develop and maintain a secure, web-based portal which provides customer account information and status of payment that shall at a minimum include: pay run date, account holder name, account number, water system name, amount of payment issued, and payment status. The portal shall provide service to CSD to search for the status of payment issued to customers and to track the status of the payment. Vendor shall provide descriptions if they have an existing solution that may be adapted for this purpose.

TASK 2 DELIVERABLES:

- Deliverable 6. Implement a technological solution to efficiently distribute and monitor payments to both water systems and individuals, while also creating or modifying a secure, web-based portal. This portal will provide CSD with easy access to customer account information, allowing for the tracking of payment status.
- Deliverable 7. Establish and maintain monthly a bank account, third-party escrow, or trust fund account, and receive weekly payments from CSD in accordance with the payment schedule. Upon approval from CSD, disburse payments to water systems through direct deposit or by check, and to individuals through single or dual-party checks. Manage return payments and process Direct Payment Summary Reports from water systems, submitting them to CSD within two (2) business days of receipt. Resolve any misapplied payments with water systems and reissue payments as required. Troubleshoot any payment issues and report any unresolved issues to CSD within twenty-four (24) hours. Vendor shall develop process and procedures as approved by CSD to address a water systems

noncompliance with submitting the DPA within 30 calendar days and handling disbursement payments in accordance with DPA terms and conditions.

TASK 3. FINANCIAL AND PROGRAM REPORTING

TASK 3.1. FINANCIAL RECORD KEEPING:

Vendor shall independently establish records for all federal funds administered, paid, and credited through LIHWAP 2.0. Vendor shall develop and execute policies and procedures to produce, gather, and maintain all source documents regarding the payments and crediting of program grant funds. Vendor shall provide these policies, source documents, and procedures to CSD upon request prior to the end of the contract term.

Vendor shall maintain fiscal controls and accounting practices in accordance with Generally Accepted Accounting Principles.

TASK 3.2. FINANCIAL REPORTING:

Vendor shall provide record of reconciliation of bank account, third party escrow account, or trust account accrued fund balance, monthly. The fund balance report shall detail all disbursements and credits on an accrued basis on a beneficiary level.

Vendor shall submit invoices by the seventh (7th) day of each month indicating the amount of reimbursement requested and associated task. If the seventh (7th) of the month falls on a weekend or state holiday, the invoice must be submitted the following business day. Invoice shall include supporting documents such as outreach attempts, number of water systems enrolled, technical assistance provided, etc. Additional report details to be defined by CSD.

TASK 3.3. MONTHLY PROGRAM MANAGEMENT REPORT:

Vendor shall submit a monthly report to CSD by the seventh (7th) day of each month. If the seventh (7th) falls on a weekend or state holiday, the report must be submitted the following business day. The monthly report shall include the following:

- Marketing and outreach engagement work performed in the reporting month.
- Marketing and outreach activities planned in next reporting month.
- Number of DPAs executed.
- Number of DPAs requested or issued but not executed.
- Number of misapplied benefits, number of misapplied benefits resolved, and reason for misapplied benefits.
- Number of returned payments and reason for returned payment.
- Barriers and resolutions.
- Technical assistance provided to LSPs and water systems.
- Unresolved issues.

TASK 3 DELIVERABLES:

- Deliverable 8. Prepare and submit the monthly reconciliation records for third-party escrow or trust fund accounts, along with invoices indicating requested reimbursements (including supporting documentation to be defined), and the Monthly Program Management Report, all due by the seventh (7th) day of each month.

TASK 4. PARTICIPATION IN PROGRAM OVERSIGHT ACTIVITIES

CSD anticipates conducting a technical assistance audit within the first 150 calendar days of the contract term to assess internal risk and internal controls. The scope of the audit is to be determined and may include a review of accounting systems and processes.

CSD anticipates conducting contract monitoring to test compliance of contract deliverables, expenditures, and contract requirements within the first year of the contract term. The scope of the compliance monitoring is to be determined and may include a review of supporting documents for activities performed, reconciliation of expenditures, evaluation of direct payment and procedures.

Vendor shall develop a monitoring and oversight plan to be approved by CSD to periodically evaluate a sampling of water systems to verify customer accounts are accurately and timely credited.

TASK 4 DELIVERABLES:

- Deliverable 9. Vendor shall cooperate with CSD technical assistance audit and contract monitoring. Vendor shall develop a monitoring and oversight plan to be approved by CSD to periodically evaluate a sampling of water systems to verify customer accounts are accurately and timely credited. Bidders must allot 1,000 hours for this deliverable.

3.2. ACCELERATION CLAUSE

In the case of a premature contract termination by CSD due to program benefits being exhausted, the Vendor's work compensation is ensured through an established plan. The Vendor will be eligible to receive an accelerated payment for any remaining tasks that have a balance, provided they have fulfilled all the contract's deliverables. This payment will be issued at the close out of the contract, ensuring that the vendor receives proper compensation for their efforts.

3.3. VENDOR'S RESPONSIBILITIES

The Vendor shall:

- Designate a lead project manager as the main point of contact.
- Understand and become familiar with State contracting requirements applicable to the project.

- Plan, organize, review, monitor, train, and provide general direction to Vendor staff.
- Ensure that Vendor staff stay on track to meet the benchmarks associated with enrollment of the water systems.
- Identify resources required for completion of the identified deliverables, including access to experts within CSD and data required to perform analysis.
- Provide detailed status updates via email to the CSD project manager every week. The status update shall identify how the Vendor is staying within the required timeline of the project, accomplishments, any risks and mitigation.
- Contact the CSD project manager if additional information or access to specific data is needed.
- Ensure information that is deemed confidential or marked confidential shall be kept in a confidential manner in relation to data security requirements.
- Coordinate with CSD to provide initial onboarding orientation training to enrolled water systems, and periodic training to water systems on payment process and direct payment agreement provisions. Vendor shall develop resource materials for water systems to aid in their understanding and ability to enroll and meet the requirements of the DPA. Final training materials and resources must be approved by CSD.
- Coordinate with CSD to provide training to LSPs on the referral system, enrollment, and payment process. The purpose of the training is to promote awareness to support LSPs in coordinating service delivery with water systems at the local level.
- Provide ongoing technical assistance to water systems who are enrolling or enrolled in the direct payment service. Technical assistance may involve clarifying direct payment provisions, how to access client detailed records and receive payment, submission of payments, logging into the enrollment portal, uploading documents, and resolving misapplied payments.
- Make all appropriate revisions to a deliverable and resubmit to the CSD project manager for review within five (5) business days of receiving notification from the CSD project manager, unless additional time is approved in writing.
- Make Vendor staff available to CSD should they need to be involved in any additional meetings or hearings to testify as a result of the culmination of information from the performed audits. CSD shall provide a notification ten (10) business days prior to any scheduled hearings that requires the Vendor's appearance.
- Ensure that the quality and availability of staff assigned to perform services under this agreement will be maintained over the term of the agreement. Any changes in assigned personnel are at the discretion of the Vendor, provided that any replacements have substantially the same as or better qualifications and experience than the original personnel.

3.4. LOCATION

The Vendor shall perform the services primarily at the Vendor's office.

3.5. CSD'S RESPONSIBILITIES

CSD shall:

- Designate a project manager to whom all Vendor communication may be addressed, and to oversee the Vendor's performance, completion of requested services, approval of the deliverables, and other reports to CSD management on the status of the agreement.
- Introduce the LSPs to the Vendor through a LIHWAP Program Notice that will be posted on the Local Agencies Portal (www.agencies.csd.ca.gov).
- Review the Vendor's deliverables and provide feedback for revisions or approval via email within ten (10) business days, in order for the Vendor to perform its obligations under the agreement. It shall be CSD's sole determination as to whether a deliverable has been successfully completed and is acceptable to CSD.
- Provide access to business and technical documents as necessary for the Vendor to complete the tasks and deliverables specified in Section 3, Scope of Work.

4. VENDOR QUALIFICATIONS

Failure to meet the minimum qualification will cause the submitted proposal to be considered unresponsive and the proposal will be disqualified.

4.1. MINIMUM QUALIFICATIONS

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

1. The bidder must be qualified to do business in the State of California.
2. The bidder must not be a publicly traded corporation or subsidiary thereof that is incorporated offshore, even if the United States is the principal market for the public trading of the corporation's stock.
3. The bidder shall have key staff in place or partner agreements executed at the time of the proposal submission or within thirty (30) days of contract execution to carry out the Scope of Work requirements upon contract execution.
4. The bidder shall have a minimum of five (5) years of experience maintaining fiscal controls and accounting practices in accordance with the either California Uniform Accounting System, relevant Office of Management and Budget guidelines for federal or state funds.
5. Lead personnel in charge of water system account has at least two (2) years of experience in payment disbursement.

4.2. DESIRED QUALIFICATIONS

Scoring of bidder qualifications will be based on the following criteria:

1. The bidder has current or prior experience performing similar services for similar federal or state funded programs.

2. Key personnel have experience performing similar services for similar federal or state funded programs.
3. The bidder has a system in place to disburse weekly payments to water systems or individuals within three (3) business days of receiving funds from CSD and CSD's approval to disburse. Disbursement of payments may occur through electronic transfer or by check to the water system depending on the water system's preferred method for receiving payment.
4. The bidder has recent experience (within the last two years) providing fund disbursement services, managing integrated cloud-based technology solutions, and marketing and outreach to utilities or similar organizations.
5. The audit team members involved in Task 4 of the Scope of Work possess adequate experience and skills to provide high-quality auditing services.

5. PROPOSAL REQUIREMENTS

5.1. PART 1: NARRATIVE ELEMENTS

5.1.1. ORGANIZATION AND KEY PERSONNEL EXPERIENCE (30 POINTS)

Discuss how the overall experience of your organization demonstrates its ability to successfully complete the tasks outlined in Section 3, Scope of Work. Highlight any experiences in projects with similar scope and scale to this RFP. If applicable, discuss your organization's experience as a payment disbursement partner to water systems, other utilities, or similar accounts. Furthermore, indicate client, year(s) of service, and if the disbursement service provided was transaction specific or for a contracted period. Provide three (3) reference forms demonstrating a high degree of satisfaction from organizations for which the proposer has performed services, similar to those outlined in this RFP, within the past eight (8) years from the date of the release of the RFP. **None** of the references can be from CSD. Please note that CSD has a scoring preference for organizations that have experience performing similar services with similar federal or state funded programs.

Additionally, demonstrate your ability to adequately staff and scale personnel to maintain agreed-upon service levels throughout the life of the contract resulting from this RFP. Identify all key personnel expected to participate in the proposed project, including roles, responsibilities, and years and type of experience for each person. Demonstrate that key personnel have the skills and expertise necessary to successfully complete the tasks outlined in Section 3, Scope of Work. Highlight any experiences in projects with similar scope and scale to this RFP. If applicable, discuss key personnel's experience in payment disbursement to water systems, other utilities, or similar accounts. Resumes for all key personnel must be provided, along with an organization chart that illustrates the proposed relationships between the lead project manager, key personnel, and support staff that are expected to participate in the project. Please note that CSD has a scoring preference for bidders with personnel that have experience performing similar services with similar federal or state funded programs.

If you will use subcontractors to perform any tasks and services, please identify their role and qualifications. Any subcontractor included in the proposal must agree in writing to being included in the bidder's proposed project staff. Any such written agreement must be provided to CSD in the proposal. Any financial terms and personally identifiable information (i.e., social security number) may be redacted for the proposal to CSD.

Supporting Documents:

- Reference Forms (See Attachment 4).
- Resumes of all key personnel expected to participate in the project. (See Attachment 5).
- Organization chart (See Attachment 6).
- Letter of Subcontractor Commitment (See Attachment 12).

5.1.2. APPROACH (20 POINTS)

Describe your approach to implement the project. The approach should be comprehensive, efficient, and effective, outlining essential factors for success, potential risks, and measures to ensure the accuracy of payment application and account reconciliation. It should also entail a well-defined strategy to mitigate any identified risks.

Please provide a detailed description of all required deliverables as listed in Section 3, Scope of Work, that you would produce for this project. In addition, you may propose other deliverables that you believe are responsive to the scope of work but may not have been articulated. Competitive bids will demonstrate an in-depth understanding of the required deliverables and justify the need for any additional deliverables proposed.

5.1.3. WORKPLAN NARRATIVE AND TIMELINE (10 POINTS)

Describe the specific steps you intend to complete in performing the tasks and producing the deliverables outlined in Section 3, Scope of Work. The workplan must effectively and efficiently execute the proposed project.

Furthermore, the workplan must explain how the bidder will meet established deadlines. Bidder must include a timeline, consistent with the workplan narrative and approach, for accomplishing the step mentioned above. Assume that the project will begin on June 19, 2023 and conclude on September 30, 2026.

Supporting Documents:

- Timeline (See Attachment 7).

5.1.4. INFORMATION TECHNOLOGY (IT) PLAN (10 POINTS)

Describe your experience in IT assistance capabilities that are suited for mitigating potential technological issues throughout the project. Experience in providing IT support

and troubleshooting, training, and onboarding in areas such as water systems, other utilities, fund disbursement, or other related fields should be noted.

List and provide a detailed description of any technologies that you propose to use for this project. The proposed technologies must align with the approach and must demonstrate effectiveness and efficiency. The descriptions should indicate which technologies are Commercially Off the Shelf, which have already been integrated by your organization and are immediately available, and which technologies will have to be developed/integrated for the purposes of this project and by what date. Discussion should include how the technology meets the business, technological, and security requirements of the State and other interfacing organizations.

Supporting Documents:

- Technology Assessment Form (See Attachment 8).

5.2. PART 2: COST PROPOSAL

5.2.1. COST SHEET (30 POINTS)

Provide a detailed cost sheet for the proposed project, citing costs for staff, subcontractor(s), technology, supplies and equipment, and other related expenses. The estimates must be broken down by deliverable so that CSD is able to delineate costs and components by deliverables. Refer to the Bidders' Library for the anticipated invoice schedule, based on the mandatory deliverables.

Supporting Documents:

- Cost Proposal (See Attachment 9).

6. SUBMISSION INSTRUCTIONS

This RFP, the evaluation of the proposals, and the award of any resultant contract will be governed generally by the rules of this section and applicable State policy.

6.1. REQUIRED FORMAT FOR A PROPOSAL

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

1. Cover Page:
 - Organization Name
 - Point of Contact (Name, Position, Email and/or Phone Number)
2. Table of Contents: Include a table of contents displaying the organization of the proposal being submitted.
3. Proposal Submittals:
 - Narrative Elements:
 - Organization and Key Personnel Experience (30 Points)

- Approach (20 Points)
 - Workplan Narrative and Timeline (10 Points)
 - Information Technology (IT) Plan (10 Points)
 - Cost Proposal (30 Points)
4. Required Attachments:
- Attachment 1: Required Attachments Checklist
 - Attachment 2: Proposal/Proposer Certification Sheet
 - Attachment 3: Minimum Qualifications Certification
 - Attachment 4: Reference Forms
 - Attachment 5: Key Personnel Resumes
 - Attachment 6: Organization Chart
 - Attachment 7: Timeline
 - Attachment 8: Technology Assessment Form
 - Attachment 9: Cost Proposal
 - Attachment 10: Bidder Declaration (GSPD-05-105)
 - Attachment 11: Contractor Certification Clauses (CCC 04/2017)
 - Attachment 12: Sample Letter of Subcontractor Commitment*
 - Attachment 13: Darfur Contracting Act Certification*
 - Attachment 14: Iran Contracting Act Verification
 - Attachment 15: Compliance with Economic Sanctions in Response to Russia's Action in Ukraine Form
 - Attachment 16: Payee Data Record (STD 204)
 - Attachment 17: California Civil Right Laws Attachment

*If applicable

6.2. ELECTRONIC SUBMISSION

CSD requires bidders to provide RFP responses electronically via a secure drop box. All bidders shall send an email to BNCS@csd.ca.gov at least five (5) business days prior to the proposal submission due date, stating their intention to submit a proposal prior to the final date for proposal submission. The subject line of this email must read:

“Response to 2022-RFP-98: LIHWAP Intent to Bid”

Upon receipt, CSD will issue each bidder a private link and instructions to submit a proposal in PDF format. A complete proposal must be submitted by May 19, 2023, at 5:00 p.m. PDT, or the proposal will be rejected.

Bidders must submit one (1) PDF in a searchable format, containing all the required elements of the proposal. All documents contained in the proposal must have electronic signatures and must be signed by a person who is authorized to legally bind the proposing organization. The proposal PDF naming convention must be as follows:

2022-RFP-98: LIHWAP (Company Name)

7. SCORING PROCESS

7.1. PROPOSAL SCORING

Proposals will be reviewed and evaluated in the following manner:

PHASE 1 – COMPLIANCE CHECK

A compliance and qualifications review and determination of responsiveness will be conducted on the proposal. Any bidder whose proposals are determined to be incomplete, unresponsive, or otherwise not qualified to proceed to Phase 2 shall not be further evaluated.

PHASE 2 – EVALUATION OF NARRATIVE RESPONSE

Proposals that pass Phase 1 will be evaluated for their narrative elements, which include the supporting documents, and scored according to the scoring criteria indicated below. It is the bidder's responsibility to provide sufficient information in the narrative to permit CSD staff to make an accurate assessment of the bidder's ability to provide the services needed. Proposals that contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the bidder, may be rejected. **A minimum of 49 points (70 percent) out of the 70 possible points must be achieved to pass to the next phase of the evaluation.** The selection will be made by CSD's evaluation committee based on the following factors (maximum possible points for each narrative element are noted):

Narrative Element	Maximum Possible Points
Organization and Key Personnel Experience	30
Approach	20
Workplan Narrative and Timeline	10
Information Technology (IT) Plan	10
Total Possible Points for Phase 2	70 Points

PHASE 3 – EVALUATION OF COST PROPOSAL

Proposals that earn at least forty-nine (49) points in Phase 2 will be evaluated for their cost proposal. A bidder can receive a maximum of thirty (30) additional points in Phase 3. Cost will be evaluated in the following manner:

Methodology:

- The lowest cost proposal receives 100 percent of the 30 points possible for Phase 3.
- The remaining proposals receive a proportionately lower percentage of the 30 possible points.
- The formula is as follows:

$$\frac{\text{Lowest Proposed Cost}}{\text{Current Proposed Cost}} * 30 \text{ Possible Points for Phase 3} = \text{Current Bidder's Score for Phase 3}$$

Example:

Bidder A Total Cost: \$85,347; Bidder B Total Cost: \$90,242; Bidder C Total Cost: \$87,249.

- Bidder A: Lowest Cost Proposal (\$85,347) = 100 percent of Possible Points.
- Bidder B: $\$85,347/\$90,242 = 94.57$ percent of Possible Points.
- Bidder C: $\$85,347/\$87,249 = 97.82$ percent of Possible Points.

Points Allocation:

- Bidder A: 30 Possible Points * 100 percent of Possible Points = **30 Points for Phase 3.**
- Bidder B: 30 Possible Points * 94.57 percent of Possible Points = **28.37 Points for Phase 3.**
- Bidder C: 30 Possible Points * 97.82 percent of Possible Points = **29.34 Points for Phase 3.**

7.2. FINAL SCORE AND PREFERENCES PROGRAMS

SMALL BUSINESS CERTIFICATION PREFERENCE PROGRAM

The preference is equal to five percent (5%) of the highest-scored responsible bidder's total score. When the highest-scored responsible bid is not submitted by a certified small business, the preference becomes applicable. Please note that the preference is used for computation purposes only in determining the successful bidder. It does not alter the amount of the resulting contract. In order to claim this preference, the bidder must provide their DGS Small Business Certification with their proposal. To learn more about the Small Business Preference Programs and how your business might qualify, view the Office of Small Business and Disabled Veteran Business Enterprise Services website at <https://www.dgs.ca.gov/PD-OSDS>.

TARGET AREA CONTRACT PREFERENCE ACT (TACPA)

Score preference will be granted to California-based bidders in accordance with California Code, Section 4530 whenever contracts for goods or services are in excess of \$100,000 and the bidders meet certain requirements as defined in the California Administrative Code (Title 2, Section 1896 et seq.) regarding labor needed to provide the services being procured. Bidders can earn a score preference of between one percent (1%) and nine percent (9%) depending on the parts of the preference they claim. Full details can be found on the STD 830 form. Bidders desiring to claim this preference must submit a full executed copy of the STD 830 form located at <http://www.documents.dgs.ca.gov/dgs/fmc/pdf/std830.pdf> with their Proposal.

Bidders who have provided proof of qualification for the TACPA Program will have the 30 points for the Cost Proposal increased by five percent (5%) (No more than 1.5 Points).

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE)

This incentive may result in the increase of a bidder's total points. The incentive may be reached by the bidder having certified DVBE status, or through the use of certified DVBE sub-contractors or suppliers of goods and services for the contract, who have been identified in the narrative response for Section 5.1.1., Organization and Key Personnel Experience. Application of DVBE incentive will be based on the percentage of participation as specified below.

Confirmed DVBE Participation	Possible Points Calculation (100 Total Possible Points)
5% and over	5% x 100 = 5 points
4% - 4.99% inclusive	4% x 100 = 4 points
3% - 3.99 % inclusive	3% x 100 = 3 points
2% - 2.99% inclusive	2% x 100 = 2 points
1% - 1.99% inclusive	1% x 100 = 1 points

7.3. AWARD PROCEDURES

One (1) contract is expected to be awarded to the highest-scoring bidder through this RFP process.

7.4. PROTEST PROCEDURES

Bidders that were not successful in the solicitation may submit a letter protesting the outcome on the basis that CSD made an error in awarding the contracts, and why correcting those errors would have led to an outcome in which the protesting bidder would have prevailed on the solicitation as the lowest responsible bidder. Once a protest letter has been filed, contracts will not be awarded until either the protest is withdrawn, CSD cancels the RFP, or the Department of General Services (DGS) decides the matter. Please note the following:

- Protests are limited to the grounds contained in the California Public Contract Code Section 10345.
- During the five (5) working days that the Notice of Proposed Award is posted, a letter of intent to protest must be filed with the DGS Legal Office via email at OLSProtests@dgs.ca.gov and Megan Rivers, Deputy Director of Administrative Services via email at megan.rivers@csd.ca.gov.
- Within five (5) calendar days after filing the letter of intent to protest, the protesting bidder must file with the DGS Legal Office and CSD a full and complete written statement specifying the grounds for the protest.
- If the protest is not withdrawn or the solicitation is not canceled, DGS will decide the matter. There may be a formal hearing conducted by a DGS hearing officer or there may be briefs prepared by the bidder and CSD for the DGS hearing officer consideration.

8. ADMINISTRATION

8.1. COST OF DEVELOPING PROPOSAL

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

8.2. CONFIDENTIAL INFORMATION

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

8.3. 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 13).

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 13).

For further information regarding the Darfur Contracting Act, please refer to the following link: <https://www.dgs.ca.gov/PD/Resources/SCM/TOC/6/6-7>

8.4. IRAN CONTRACTING ACT

Pursuant to the Iran Contracting Act of 2010 (Public Contract Code, Sections 2200 through 2208 are “the Act”), vendors are ineligible to bid on, submit a proposal for, enter into, or renew any contract with the state for goods or services of one million dollars (\$1,000,000) or more if the vendor engages in investment activities in Iran, as defined in the Act. The Act requires that DGS establish and periodically update a list of ineligible vendors.

Also, pursuant to the Act, financial institutions are ineligible to bid on, submit a proposal for, enter into, or renew any contract with the state for goods or services of one million dollars (\$1,000,000) or more if the financial institution extends credit, as defined in the Act, to a business identified on DGS list of ineligible vendors that will use the credit to provide goods or services in the energy sector in Iran.

Prior to submitting a bid or proposal and prior to executing any state contract or renewal for goods or services of one million dollars (\$1,000,000) or more, a vendor must certify that it is not on the list of ineligible vendors prohibited from doing business with the State of California. During the bid evaluation, it is the buyer's responsibility to check the list of ineligible vendors to confirm that the bidder is not on that list. Also, financial institutions must certify that they are not extending credit to an ineligible vendor as described in the Act. This certification requirement applies regardless of the procurement approach, method, or solicitation format used, including, but not limited to: Request for Proposals, Invitation for Bids, and non-competitive awards. (See Attachment 14).

8.5. ECONOMIC SANCTIONS IN RESPONSE TO RUSSIA'S ACTIONS IN UKRAINE (EO N-6-22)

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. By submitting a bid or proposal, Contractor represents that it is not a target of Economic Sanctions. Should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Contractor's bid/proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination by the State.

Information is available here: <https://www.dgs.ca.gov/OLS/Ukraine-Russia> and the language comes from the 3rd Joint Memo. (See Attachment 15).

For further information regarding the executive order issued by the Governor, please refer to the following link: <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>

8.6. 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](#).

8.7. ERRORS

If a bidder discovers any ambiguity, conflict, omission, or other error in the RFP, the bidder 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.

An error in the final proposal may cause the rejection of that proposal; however, CSD may at its sole option retain the proposal and make certain corrections. In determining if a correction will be made, CSD will consider the conformance of the proposal to the format and content required by the RFP, and any unusual complexity of the format and content required by the RFP.

1. If the bidder's intent is clearly established based on review of the complete final proposal submittal, CSD may at its sole option correct an error based on that established intent.
2. CSD may at its sole option correct obvious clerical errors.
3. If the re-computations or interpretations, as applied in accordance with this section, result in significant changes in the amount of money to be paid to the bidder (if awarded the Contract) or in a requirement of the bidder to supply a major item at no cost, the bidder will be given the opportunity to promptly establish the grounds legally justifying relief from its proposal.
4. It is essential that the bidder carefully reviews the cost elements in their final proposal, since they will not have the option to correct errors after the deadline for proposal submission.
5. CSD may request clarification of items in the bidder's response if the meaning is not clear to CSD. Responses to requests for clarification must be confirmed in writing by the bidder as instructed by CSD's Procurement Official at the time of the request.
6. At CSD's sole discretion, it may declare the final proposal to be a draft proposal in the event that CSD determines that final proposals from all bidders contain material deviations. Bidders may not dispute CSD's determination that all proposals have material deviations. If all proposals are declared noncompliant, CSD may issue an addendum to the solicitation. Should this occur, CSD may hold confidential discussions with participating bidders interested in continuing to be considered. Each participating bidders will be notified of the due date for the submission of a new final proposal to CSD. This submission must conform to the requirements of the original solicitation as amended by any subsequent addenda. The new final proposals will be evaluated as required by Section 7, Scoring Process.

8.8. MODIFYING OR WITHDRAWAL OF PROPOSAL

A bidder may, by electronic mail to BNCS@csd.ca.gov, withdraw or modify a submitted proposal before the deadline to submit proposals. Proposals cannot be changed after the deadline to submit.

8.9. IMMATERIAL DEFECT

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

8.10. DISPOSITION OF PROPOSALS

Upon CSD's opening of a submitted proposal, 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 7920.000 et seq.) and subject to review by the public.

8.11. BIDDER'S ADMONISHMENT

The RFP contains the instructions governing the requirements for an organization quotation to be submitted by interested bidders, 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. Bidders 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 their proposal.

8.12. 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 bidder from full compliance with the RFP specifications if awarded a contract. Final proposals not received by the date and time specified in Section 1.3, Key Action Dates, will be rejected.

8.13. 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

estimated term of the agreement is expected to last until September 30, 2026. Please refer to the Bidders' Library, where the Sample Standard Agreement is attached for review. The bidder who is awarded a contract will be required to sign the Standard Agreement and related documents.

8.14. ATTACHMENTS

ATTACHMENT 1 – Required Attachments Check List

A responsive proposal shall consist of an original copy of all the required items identified below. Complete this checklist by marking the box with an "X" for each item you are submitting to CSD. If not applicable, please indicate "N/A".

<u>Form</u>	<u>Description</u>
<input type="checkbox"/>	Attachment 1 Required Attachments Checklist
<input type="checkbox"/>	Attachment 2 Proposal/Proposer Certification Sheet
<input type="checkbox"/>	Attachment 3 Minimum Qualifications Certification
<input type="checkbox"/>	Attachment 4 Reference Forms
<input type="checkbox"/>	Attachment 5 Key Personnel Resumes
<input type="checkbox"/>	Attachment 6 Organization Chart
<input type="checkbox"/>	Attachment 7 Timeline
<input type="checkbox"/>	Attachment 8 Technology Assessment Form
<input type="checkbox"/>	Attachment 9 Cost Proposal
<input type="checkbox"/>	Attachment 10 Bidder Declaration (GSPD-05-105)
<input type="checkbox"/>	Attachment 11 Contractor Certification Clauses (CCC 04/2017)
<input type="checkbox"/>	Attachment 12 Sample Letter of Subcontractor Commitment*
<input type="checkbox"/>	Attachment 13 Darfur Contracting Certification*
<input type="checkbox"/>	Attachment 14 Iran Contracting Act Verification
<input type="checkbox"/>	Attachment 15 Compliance with Economic Sanctions in Response to Russia's Action in Ukraine Form
<input type="checkbox"/>	Attachment 16 Payee Data Record (STD 204)
<input type="checkbox"/>	Attachment 17 California Civil Rights Laws Attachment

*If applicable

ATTACHMENT 2 – Proposal/Proposer Certification Sheet

This Proposal/Proposer Certification Sheet must be signed and returned along with all the "required attachments" with **electronic** signatures. Proxy signatures are prohibited. The proposal must be submitted electronically in accordance with RFP instructions.

1. Place required attachments 3 through 15 behind this certification sheet.
2. The signature and date affixed hereon certifies compliance with all the requirements of this proposal document. The signature below authorizes the verification of this certification.
3. The signature below certifies to the best of your knowledge that the information provided on this document is true and complete.

An Unsigned Proposal/Proposer Certification Sheet May Be Cause for Rejection

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

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

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

ATTACHMENT 3 – Minimum Qualification Certification

The bidder certifies that it fulfills all the Minimum Qualifications outlined Section 4.1. By signing this attachment, the bidder also agrees that if selected, it will notify CSD immediately upon its failure to continue to meet the minimum qualifications.

On behalf of _____,
 I certify that
 (Organization Name)
 said organization, including any and all partners (if a consortium), complies with the Minimum Qualifications set forth in Section 4.1 of the RFP.

Minimum Qualification	Please check the appropriate boxes
1. Organization is qualified to do business in the State of California.	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. The bidder must not be a publicly traded corporation or subsidiary thereof that is incorporated offshore, even if the United States is the principal market for the public trading of the corporation's stock.	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. The bidder shall have a minimum of five (5) years of experience maintaining fiscal controls and accounting practices in accordance with the either California Uniform Accounting System, relevant Office of Management and Budget guidelines for federal or state funds.	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Lead personnel in charge of water system account has at least two (2) years of experience in payment disbursement.	<input type="checkbox"/> Yes <input type="checkbox"/> No

 (Authorized Signature)

 (Organization Name)

 (Print Name)

 (Date)

 (Title)

ATTACHMENT 4 – Reference Forms

Please provide three (3) reference forms demonstrating a high degree of satisfaction from organizations for which the bidder has performed services, similar to those outlined in this RFP, within the past eight (8) years from the date of the release of the RFP.

None of the references can be from CSD. See the next page for the reference form template.

Bidders that cannot provide the references may be deemed non-compliant and not eligible to receive an award. CSD shall make a reasonable attempt to contact the references, but it is the sole responsibility of the bidder to ensure that the provided reference is available to respond in a timely manner. A negative reference check may result in rejection at the sole discretion of the CSD.

Reference Form

Name of Organization:		
City:	State:	Zip Code:
Contact Person:		Telephone Number:
Dates of Service:		Cost of Service:

For each question below, circle the response that best characterizes how you feel about the statement, where: 1 = Strongly Disagree, 2 = Disagree, 3 = Neither Agree nor Disagree, 4 = Agree, and 5 = Strongly Agree.

	Strongly Disagree	Disagree	Neither Agree nor Disagree	Agree	Strongly Agree
1. I am satisfied with the overall performance of the contractor.	1	2	3	4	5
2. I am satisfied with the quality of work provided by the contractor.	1	2	3	4	5
3. The contractor met all project deadlines.	1	2	3	4	5
4. The contractor had excellent communication with my organization throughout the project.	1	2	3	4	5
5. The contractor was responsive to my organization's requests and concerns.	1	2	3	4	5
6. The contractor managed project costs well and adhered to the contracted budget.	1	2	3	4	5
7. The contractor was able to identify and mitigate project risks.	1	2	3	4	5

ATTACHMENT 5 – Key Personnel Resumes

As required by Public Contract Code PCC § 10371, completed resumes for each contract participant who will exercise a major administrative role or major policy or key personnel role, as identified by the bidder, are included in the proposal.

Resumes should detail experience meeting the requirements of this RFP for individuals who will be directly involved in providing the services under the agreement.

ATTACHMENT 6 – Organization Chart

Provide an organization chart that clearly illustrates the proposed relationships between the lead project manager, key personnel, and support staff that are expected to participate in the project.

ATTACHMENT 7 – Timeline

Describe the specific steps you intend to complete in performing the tasks and producing the deliverables outlined in Section 3, Scope of Work, along with any additional deliverables. The workplan must effectively and efficiently execute the proposed project. Assume that the project will begin on June 19, 2023, and conclude on September 30, 2026.

ATTACHMENT 8 – Technology Assessment Form

Please provide the information requested in the following Technology Assessment Form:

Business Need	Describe your existing technology to support CSD's business need (no modifications).	Describe modifications to existing technology needed to support CSD's business need. Indicate if modification is minor or major.	Describe new or recommended technology, or other method to meet CSD's business need.
Ability to use technology to conduct outreach and marketing.			
Ability to execute direct payment agreements and onboard water systems.			
Ability to securely receive payment schedule from CSD that includes customer account information (customer account number, name, address, and amount of benefit).			

<p>Ability to securely send payment schedule and payment to water systems instructing water system to apply benefit.</p>			
<p>Ability to securely receive Direct Payment Summary from water systems that confirms payment was credited to customer account, partially credited, or not credited.</p>			
<p>Ability to securely send CSD the Direct Payment Summary.</p>			
<p>Ability to track customer payments.</p>			

<p>Ability to provide a monthly reconciliation of customer accounts credited</p>			
<p>Ability to provide weekly direct pay enrollment report that specifies the vendors contacted, contact method, status of enrollment, and barriers to enrollment</p>			
<p>Ability to provide monthly invoices to include supporting documents such as date and location of outreach event, number of water systems enrolled, technical assistance provided, etc.</p>			

ATTACHMENT 9 – Cost Proposal

Cost proposals, including the costs for individual water systems as well as the average hourly rate of staff, may not exceed \$4,500,000 for services with \$150,000,000 for direct household benefit to complete all water system enrollments and disbursement payments within the scope of this engagement.

The cost sheet sample has been made available for download through the Bidders' Library.

ATTACHMENT 10 – Bidder Declaration (GSPD-05-105)

The Bidder Declaration form (GSPD-05-105) is a required submittal. Bidders must complete this form to claim Small Business (SB) or Disabled Veteran Business Enterprise (DVBE) status, where they must articulate their plan and commitment to meet the objectives of the RFP. It is available at the following website:

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

ATTACHMENT 11 – Contract Certification Clauses (CCC 04/2017)

CCC 04/2017

CERTIFICATION

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

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

CONTRACTOR CERTIFICATION CLAUSES

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

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about:
 - 1) the dangers of drug abuse in the workplace;
 - 2) the person's or organization's policy of maintaining a drug-free workplace;
 - 3) any available counseling, rehabilitation and employee assistance programs; and,
 - 4) penalties that may be imposed upon employees for drug abuse violations.
 - c. Every employee who works on the proposed Agreement will:
 - 1) receive a copy of the company's drug-free workplace policy statement; and,
 - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)
4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full-time attorneys in the organization'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 Sweat-free 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.
 8. **GENDER IDENTITY:** For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

- a. 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.
- b. 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):

- a. 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.
- b. 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.

ATTACHMENT 12 – Sample Letter of Subcontractor Commitment (If Applicable)

Utilize this letter as a comprehensive template and guideline for all entities operating as subcontractors under CSD's prime award. The subcontractor is requested to complete the blank areas and the ones highlighted in ***BOLD ITALICS***. It is crucial to provide a clear outline of the subcontractor's responsibilities.

California Department of Community Services and Development (CSD)
2389 Gateway Oaks Drive, Suite 100
Sacramento, CA 95833

Regarding: ***Response to Request for Proposal (2022-RFP-98)***

Dear California Department of Community Services and Development (CSD),

This letter confirms that the _____ (***Subcontractor***) program and administrative personnel have carefully reviewed the LIHWAP Request for Proposal (2022-RFP-98) and intend to enter into a subcontract with the _____ (***Bidder/Contractor***) to submit a bid for the intent of completing the specified work outlined in Section 3, Scope of Work of the RFP. The subcontract will be valid from **June 19, 2023, to September 30, 2026**.

The ***Subcontractor*** shall be responsible for

Furthermore, by submission of this commitment letter the **Contractor** and its **Subcontractor** certify:

1. That the **Contractor and Subcontractor** confirm that all information submitted in the bid is accurate, complete, and truthful to the best of their knowledge;
2. That any false, fictitious, or fraudulent statements or claims within the bid may result in automatic rejection of proposals, and may subject the **Contractor and Subcontractor** to legal action; and
3. **Subcontractor** agrees to assume responsibility for the project's management and to provide progress reports as required, should the **Contractor's** bid be successful.

If you have any questions, please contact the Procurement Services Unit at CSD via email BNCS@csd.ca.gov

Sincerely,

<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>	

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

ATTACHMENT 13 – 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 had any business activities or other operations outside of the United States within the previous three years, you do **not** need to complete this form.

OPTION #1 - CERTIFICATION

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

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 14 – Iran Contracting Act Verification Form

IRAN CONTRACTING ACT VERIFICATION FORM

(Public Contract Code sections 2202-2208)

Prior to bidding on, submitting a proposal or executing a contract or renewal for a State of California contract for goods or services of \$1,000,000 or more, a vendor must either: a) certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or b) demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d). The DGS list of entities prohibited from contracting with public entities in California per the Iranian Contracting Act, 2010, can be found at:

[Department of General Services Procurement Division Iran Contracting Act List \(https://www.dgs.ca.gov/-/media/Divisions/PD/PTCS/OPPL/Iran-Contracting-ActList.pdf?la=en&hash=71776438AADF114D952082668B1D6A0AEED31C2B\)](https://www.dgs.ca.gov/-/media/Divisions/PD/PTCS/OPPL/Iran-Contracting-ActList.pdf?la=en&hash=71776438AADF114D952082668B1D6A0AEED31C2B)

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

OPTION #1 – CERTIFICATION

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

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

OPTION #2 – EXEMPTION

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

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

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

ATTACHMENT 15 – Compliance with Economic Sanctions in Response to Russia’s Actions in Ukraine Form

COMPLIANCE WITH ECONOMIC SANCTIONS IN RESPONSE TO RUSSIA’S ACTIONS IN UKRAINE

Contract Number(s) and/or Grant Number(s): _____
(Attach additional page as needed)

Per Executive Order N-6-22, all contractors and grantees that have agreements valued at \$5 million or more with agencies/departments subject to the California Governor’s authority are directed to report to their contracting or grantor agency or department regarding their compliance with economic sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as sanctions imposed under state law, if any. Please insert the contractor/grantee name and Federal ID Number (if available) and complete the notice and attach a report as described below.

NOTICE

Having conducted a good faith review, I attest that the contractor/grantee is in compliance with the economic sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as sanctions imposed under state law, if any.

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

Please attach a report to this notice form and return it to the individual identified in the cover letter within sixty (60) calendar days, describing the steps, if any, you have taken in response to Russia’s actions in Ukraine.

Note that responses may be subject to disclosure under the California Public Records Act. Accordingly, it is within the discretion of the respondent to determine what information to provide. Additionally, please do not include any confidential information or disclosures that could pose security risks.

ATTACHMENT 16 – Payee Data Record (STD 204)

The Payee Data Record (STD 204) is a required submittal. It is available at the following website: <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std204.pdf>

ATTACHMENT 17 – California Civil Rights Laws Attachment

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

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

CERTIFICATION

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

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