

**Low-Income Weatherization Program  
Multi-Family Housing Administrator**

**Multi-Family (MF) Energy Efficiency and Renewables**



**Fiscal Year 2021-22 Appropriation Procurements**

**REQUEST FOR PROPOSAL**

**2022-RFP-83**

**June 8, 2022**

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

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# 1 PURPOSE AND DESCRIPTION OF SERVICES

## 1.1 Introduction

The Department of Community Services and Development (CSD) is a Department under the California Health and Human Services Agency (CalHHS) and has been serving low-income communities for more than 50 years. CSD has traditionally partnered with a network of non-profit and local government organizations, dedicated to reducing poverty by helping low-income individuals and families achieve and maintain economic security, meet their home energy needs, and reduce their utility costs through energy efficiency upgrades and access to clean renewable energy.

The Low-Income Weatherization Program (LIWP) is an energy efficiency and renewable energy generation program administered by CSD. LIWP consists of several program components including a Multi-Family (MF) Energy Efficiency and Renewables Component (Multi-Family Component) where the LIWP-MF Administrator provides technical assistance, project monitoring, and inspection of energy efficiency measures and solar photovoltaics installed in multi-family dwellings and common areas at qualifying properties to reduce energy use and greenhouse gas (GHG) emissions. The Administrator also disburses incentives to property owners upon satisfactory completion of scopes of work.

Information about LIWP and the Multi-Family Component is available at:

<https://www.csd.ca.gov/Pages/Multi-Family-Energy-Efficiency-and-Renewables.aspx>.

## 1.2 Terminology

For the purposes of this solicitation and the resulting agreement, the terms *Project Team*, *Proposer*, *Subcontractor*, and *Partner* are defined as follows.

- A Project Team consists of the Proposer and its Subcontractors and Partners.
- A Proposer is the prime contractor submitting the Proposal who, upon award, will be in contract with the State and have ultimate responsibility for contract performance, including the activities of its Subcontractors and Partners relative to the performance of the Contract. Upon Contract award, the successful Proposer will be referred to as the Administrator, Contractor, or Prime Contractor.
- A Subcontractor is a separate legal entity that performs work under the contract as authorized by the Contractor, funded by LIWP MF component dollars, and

must have a contractual agreement with the Contractor. All Subcontractors must receive CSD approval prior to commencing work per Attachment 16, Exhibit D, Section 1, *Subcontracts*. Named Subcontractors shall accomplish key activities as described in the Proposal.

- A Partner is an organization that works in support of the LIWP MF program in coordination with the Contractor, may or may not have a written agreement with the Contractor, and does not receive LIWP MF component dollars. Named Partners shall accomplish key activities as described in the Proposal.

### 1.3 Purpose and Overview of the RFP

This procurement seeks an Administrator for the Multi-Family (MF) component of LIWP known as the Multi-Family Energy Efficiency & Renewables Program and which is focused solely on **multi-family buildings**. This program component has an initial allocation of approximately \$14.25 million from CSD's fiscal year (FY) 2021-22 LIWP appropriation funded through the California Climate Investments Program (CCI). An additional \$23.3 million for the (FY) 2022-23 and \$23.3 million for (FY) 2023-24 are also proposed with funding provided through the General Fund. Confirmation of the additional funding for (FYs) 2022-23 and 2023-24 will be determined as part of the state budgeting process by approximately June 15 of each fiscal year.

The awarded Administrator will provide services to low-income, multi-family buildings. One Administrator contract will be awarded.

In responding to this Request for Proposal #2022-RFP-83 (RFP), Proposers must provide information regarding their specific capabilities and describe the approach, strategies, and tactics that will be employed to meet the specific needs of the low-income, affordable housing population. Proposers will be required to discuss how their approach will account for and address conditions unique to the populations served. In addition, Proposers must demonstrate experience evaluating and administering programs of similar scope, with similar stakeholder and community groups, and possess knowledge of, and experience with, administering energy-efficiency and renewable energy programs and services targeting low-income MF properties, residents, and property owners.

RFP Section 7, *Proposal Requirements and Maximum Points*, requires Proposers to describe and provide documentation regarding the Project Team's qualifications, proposed program implementation and service delivery strategies, organizational approach and team structure, and costs. Proposals will be evaluated, and points awarded based on the categories identified.

This solicitation is being conducted in accordance with the California Public Contract Code as an RFP for subvention contracts. The solicitation is designed to promote transparency and accountability, and to ensure a fair and level playing field for all Proposers. CSD is not obligated to award a contract as a result of this RFP.

#### **1.4 Contract Duration and Funding**

The initial contract term of the Administrator shall be September 1, 2022 through August 31, 2025, during which funding of \$14.25 million shall be expended.

At CSD's sole discretion, it may amend the contract resulting from this RFP to extend the contract term, and/or increase the contract amount based on subsequent state budget appropriations, additional CCI funding, or both.

## **2 PROGRAM DESCRIPTION AND REQUIREMENTS**

LIWP Multi-Family Program Guidelines, and other documents are prepared in accordance with Government Code section 12087.5 through a public process. The Project Team must adhere to these LIWP documents as established and as amended by CSD throughout the life of the project. These documents are available in the Bidders' Library and will also be made available to the Administrator post-award.

The Administrator is advised that the requirements contained in these LIWP-MF documents are extensive and detailed and must be understood and complied with. The Administrator is responsible for ensuring that their Subcontractors and Partners understand these documents and follow them as applicable. The Administrator shall ensure that if Subcontractors or Partners have questions regarding the use of the LIWP-MF Program Guidelines and other documents, those questions are addressed to the Administrator. CSD will be available to answer questions only from the Administrator.

### **2.1 Low-Income Household Needs**

Low-income families in general spend a disproportionate amount of their annual income on home energy and often cut back on other necessities to pay their energy bills. See Program Guidelines for goals and expected outcomes of LIWP investments and services.



## 2.2 Program Goals and Objectives

CSD realizes that Proposers responding to this RFP may take a variety of approaches in their program implementation. Regardless of those variations, Proposers should strive to implement a program and approach that reflects CSD's overarching goals for the allocation of LIWP funds, as identified in Program Guidelines Section V - LIWP Goals.

## 2.3 Administrator Budget

The Administrator shall meet the program funding allocation targets (and caps for Administration, Consultation Services, and Direct Program Costs) as set forth in the Program Guidelines.

## 2.4 Key Performance Benchmarks

Key performance benchmarks shall be identified in the Service Delivery Plan (SDP) provided by the Administrator to be reviewed and approved by CSD after contract execution. These benchmarks must reflect projected figures for projects that will be completed to achieve a 50 percent expenditure of direct program expenditures, a 75 percent direct program expenditure, and 100 percent direct program expenditure for the initial allocation of \$14.25 million from CSD's fiscal year (FY) 2021-22 CCI LIWP appropriations. In addition, the Administrator shall accomplish the following key milestones and performance objectives:

- Initiate marketing and outreach activities within 90 days of contract execution;
- Fully expend contract funds by August 31, 2025;

The Administrator shall be held accountable for plans submitted in their Proposal and the approved SDP. Failure to meet key performance indicators may result in written notice of nonperformance, loss of funding, or loss of consideration for future contracts with CSD.

## 3 PROPOSER MINIMUM QUALIFICATIONS

The Administrator will be selected on a competitive basis to receive a subvention (local assistance) contract to oversee program implementation and the administration of services. To be eligible to be the Administrator, a Proposer must:

- a. Be a non-profit organization that has qualified for and received an Internal Revenue Service determination letter confirming the organization's tax-

- exempt status under section 501(c)(3) of the Internal Revenue Code; or be a local government agency or joint powers authority; or be a federally recognized Indian Tribal Government. (See Attachment 4)
- b. Be eligible to receive public funds (a list of entities that have been declared ineligible to receive government funds can be found at <https://www.sam.gov/>).
  - c. Be in good standing and currently qualified to conduct business in California per the Secretary of State. This requirement applies to both the Proposer and any Subcontractors. (See Attachment 3)
  - d. Demonstrate financial solvency as determined by CSD through submission of the most current organization-wide audit and the last two years of the Internal Revenue Service's *Return of Organization Exempt from Income Tax* (IRS – Form 990). (See Attachment 10)
  - e. Have demonstrated experience administering low-income, energy efficient, and renewable energy services of similar scale and structure.

In addition, each Subcontractor and Partner must, at a minimum, demonstrate previous experience performing the specific activity and/or service to be provided in this Proposal.

#### **4 ADMINISTRATOR SCOPE OF WORK (SOW)**

The Administrator is responsible for administering and implementing the LIWP MF program as described in the Program Guidelines. In addition, to meeting the established requirements, the Administrator shall do the following:

- Submit and implement a Service Delivery Plan: With advice and in consultation with CSD, the Administrator shall revise the SDP submitted in the proposal and submit for approval within 30 days of contract execution. The revised SDP shall reflect clarifications to the timelines and assumptions made to more effectively and efficiently administer the program.
- Administer incentives programs: “Incentives” herein constitutes the reimbursements to property owners based on the GHG savings to their dwelling(s) from the installation of Energy Efficient (EE) and Solar Photovoltaic (PV) measures. With advice from, and in consultation with CSD, the Administrator shall update and administer the fixed EE and PV incentives schedule and program. The revised EE incentives schedule shall be submitted for CSD approval within 60 days of contract execution.

- Develop Air Resources Board (ARB) Quantification Methodology: The Administrator shall work with CSD and California Air Resources Board to develop the Quantification Methodology (QM) based on the framework developed by CARB for the LIWP MF Program which identifies program specific energy savings in electricity (kWh) and natural gas (therms) to assist CARB in determining actual GHG emissions reductions.

#### **4.1 Reporting Requirements**

Reporting and recordkeeping requirements will be the responsibility of the Administrator and their Project Teams. All reports must be consistent with the requirements outlined in the Program Guidelines. In addition to reporting requirements in the Program Guidelines for project level reporting, additional reporting will be required.

#### **4.2 Financial Reporting**

The Administrator shall, at a minimum, submit a monthly expenditure report for the purposes of expense reimbursement on Indirect and Direct Program expenditures. Expenditures will be submitted to CSD's Expenditure Activity Reporting System (EARS). The EARS report consists of a set of web forms that require a breakout of the various billable expenditures being reported for the period.

#### **4.3 Progress Reporting**

The Administrator shall report progress in program implementation, including, but not limited to ramp-up activities, marketing and outreach activities, progress towards intake, assessment and installation goals, challenges identified, and resolutions implemented.

In addition to any monthly reporting requirements mentioned above, the Administrator shall provide regular updates through telephone conference calls, emails, and in-person meetings.

#### **4.4 Co-Benefits Reporting – Other Leveraged Sources**

The Administrator shall electronically submit a quarterly report that quantifies leveraged resources and outcomes. Required reporting fields will be specific to

the leveraging strategies identified as part of the proposal. The format of the report and mode of transmission to CSD will be determined at time of award.

#### **4.5 Close-Out Report, Record Retention, and Other Reporting Requirements**

The Administrator shall provide to CSD, at the end of the contract, a close-out report to summarize all fiscal activities, implementation activities, efforts, findings, and lessons learned through the contract. At a minimum, the Administrator will be required to maintain all project records for three years after contract close. CSD may also impose other reporting requirements that will allow CSD to track and manage progress towards goals, and to report, as necessary, to other agencies and organizations. Some project information will be publicly available.

### **5 ADMINISTRATIVE REQUIREMENTS**

#### **5.1 Contract Terms and Conditions**

The contract awarded from this RFP shall include, but not be limited to the following terms and conditions:

- *General Terms and Conditions, GTC-04/2017*, provided herein as Exhibit C of Attachment 16, *Standard Agreement (Std. 213)*, and also available at [GTC 04/2017](#).
- *Special Terms and Conditions* provided herein as Exhibit D of Attachment 16, *Standard Agreement (Std. 213)*.
- *Contractor Certification Clauses, CCC-04/2017*, provided herein as Attachment 8, and also available at [CCC 04/2017](#).

#### **5.2 State Certifications**

The State of California requires Proposers responding to RFPs of this type to include the following certifications with their Proposals, as applicable. Please refer to the appropriate attachment for more details.

- Secretary of State Registration, if applicable (Attachment 3)
- Certification of Status (Attachment 4)
- Iran Contracting Act Certification (Attachment 5)

- Darfur Contracting Act of 2008, if applicable (Attachment 9)
- Certification of Financial Solvency for Non-Profit Organizations, if applicable (Attachment 10)
- California Civil Rights Certification (Attachment 14)

CSD is required to comply with Executive Order N-6-22, issued March 4, 2022, which restricts state agencies from contracting with any individual or entity determined to be the subject of economic sanctions. For contracts valued at \$5 million or more, contractors will be required to report to the agency their compliance with economic sanctions, including reporting on steps taken in response to Russia's actions in Ukraine. Bidders must review EO N-6-22 in full and: 1) certify agreement with the requirements set forth; and 2) confirm they are not the subject of any economic sanctions. Bidders are advised to review the Joint Memos issued on March 16, 2022, and April 22, 2022, for preliminary guidance on EO N-6-22, available here: <https://www.dgs.ca.gov/OLS/Ukraine-Russia>.

### **5.3 Insurance and Fidelity Bond**

Insurance and fidelity bond requirements are specified in Attachment 16, Exhibit D, Section 12. Proposer selected for Contract award must submit the required proof of insurance and fidelity bond to CSD prior to Contract approval by CSD.

## **6 PROCUREMENT PROCESS AND INFORMATION**

The following subsections provide the information, guidelines, and instructions necessary to participate in this procurement.

### **6.1 Key Action Dates**

The following table indicates key dates for this procurement. All times are 5:00 PM Pacific Time unless stated otherwise. All dates after the Final Proposal due date are subject to change without RFP addendum.

Table 1, Key Action Dates

Date	Item Description
5/20/222	Release Draft RFP and Program Guidelines for informal comment period
6/1/2022	Last day to comment on Draft RFP
6/8/2022	Formal RFP is released
6/13/2022	Bidders' Conference (10:00 a.m. to 12:00 p.m. Pacific Time)
6/15/2022	Last day for Proposers to submit written questions to the RFP and Program Guidelines
6/20/2022	CSD posts answers to questions and RFP addendums as necessary
6/22/2022	Last day for Proposers to request a change in the requirements of the RFP and Program Guidelines
6/27/2022	CSD updates addendums if necessary
7/6/2022*	Optional "Letter of Intent to Bid" due
7/12/2022	Last day for Proposers to email the LIWP inbox to request a Proposal submission link
<b>7/13/2022</b>	<b>Last day for Proposers to submit Final Proposals, (due by 5:00 p.m. Pacific Time)</b>
7/15/2022	Full list of all Proposers posted to CSD's website
7/27/2022	CSD posts the "Notification of Intent to Award"
8/3/2022**	Last day for Proposers to submit "Letter of Intent to Dispute"
8/10/2022	Last day for Proposers to submit a detailed "Letter of Dispute"
8/17/2022	Proposed Award Date
9/1/2022	Execute Contract

\* Or five working days following the last Addendum that changes the requirements of the RFP.

\*\* Or five working days from the actual date that CSD posts the "Notification of Intent to Award".

## 6.2 Bidders' Library

This RFP references and incorporates program documents contained within a Bidders' Library available upon request for access as instructed on the Contracting Opportunities page of CSD's website at <https://csd.ca.gov/Pages/contractopportunities.aspx>. Refer to

Attachment 22 for the list of documents included in the Bidders' Library. Proposers are strongly cautioned to read and understand these documents prior to submitting their Proposals. The library can be accessed by sending a request via email to [LIWP@csd.ca.gov](mailto:LIWP@csd.ca.gov). Proposers shall then receive a link to access the Bidders' Library. CSD may update or replace documents in the Bidders' Library prior to and after award. The current (i.e., updated, including draft) versions of these documents shall be updated as necessary throughout the term of the Contract.

### **6.3 Optional Bidders' Conference**

A virtual Bidders' Conference will be held at the date and time listed in the Key Action Dates of RFP Section 6.1 at the location listed below. Attendance at the Bidders' Conference is not mandatory, but Proposers are strongly encouraged to attend via webinar. Participants for the virtual Bidders' Conference shall register using the link below.

[https://csd-ca.zoomgov.com/meeting/register/vJIsdu2hqj4iH\\_Rh78d6gfUmMCQBhYGdizg](https://csd-ca.zoomgov.com/meeting/register/vJIsdu2hqj4iH_Rh78d6gfUmMCQBhYGdizg)

### **6.4 Procurement Official**

The Department's Procurement Official is the State's designated authorized representative regarding this procurement.

Proposers are directed to the Proposal Submission instructions in Section 6.8, and to note that all proposals will be submitted to CSD electronically. Unless otherwise noted, all other formal correspondence regarding this procurement should be submitted to:

Jeffrey Kjer  
Department of Community Services and Development  
2389 Gateway Oaks Drive, Suite 100  
Sacramento, CA 95833  
E-mail: [LIWP@csd.ca.gov](mailto:LIWP@csd.ca.gov)  
Phone: (916) 295-4815

Questions and requests for changes shall be submitted via email.

### **6.5 Proposer Questions and Requests**

Proposers 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-83" to

the Procurement Official listed in RFP Section 6.4. Proposers shall submit their questions directly to the Procurement Official and not through the RFP's Cal eProcure website. Each question should reference the RFP section and title pertaining to the question.

If the Proposer believes that one or more of the RFP requirements is onerous, unfair, or imposes unnecessary constraints on the Proposer and may lead to more costly or less impactful results, the Proposer may request a change to the RFP by submitting, in writing, the recommended change(s) and the facts substantiating the belief and reasons for making the recommended change. Such requests must be submitted to the Procurement Official by the date specified in RFP Section 6.1, *Key Action Dates*. Requests shall be submitted via email only. The determination of acceptance of any request for a change shall be the sole prerogative of the State.

To ensure a response, questions and requests must be received via email, by the scheduled dates given in RFP Section 6.1, *Key Action Dates*. Questions and requests received after the dates indicated will only be responded to as time allows and as solely determined by CSD, and therefore may remain unanswered. Question and answer sets, responses to requests for changes, and CSD's responses will be provided to all potential Proposers via posting on the State's Cal eProcure procurement website and CSD's Contracting Opportunities webpage at <https://csd.ca.gov/Pages/contractopportunities.aspx> without identifying the name of the entity or person submitting the question. At the sole discretion of CSD, questions and requests may be edited by CSD for clarity.

At its discretion, CSD reserves the right to contact the submitting Proposer to seek clarification. If a potential Proposer fails to report a known or suspected problem with this RFP or fails to seek clarification and/or correction of the RFP, the potential Proposer submits a Proposal at their own risk.

Any material changes to the RFP will be made in the form of an addendum that will be posted on the Cal eProcure website and CSD's Contracting Opportunities webpage at <https://csd.ca.gov/Pages/contractopportunities.aspx>.

It is each Proposer's responsibility to:

- Carefully read the entire RFP, including all referenced web addresses, regulations, orders, and statutes cited;
- Ask appropriate questions in writing and in a timely manner if clarification is needed;



- Submit all required responses, completed to the best of the Proposer's ability, by the required dates and times;
- Make sure that all procedures and requirements of the RFP are accurately followed and appropriately addressed; and
- Carefully reread the entire RFP before submitting a Proposal.

Only written questions and written answers released by the Procurement Official shall be binding upon the Proposers and the State. Oral answers shall not be binding on the State.

## 6.6 Letter of Intent to Bid

While Proposers are encouraged to submit an optional *Letter of Intent to Bid*, Proposers are required to indicate their intention to bid via email in order to acquire access and the ability to submit their proposals, as outlined in Section 6.8.

*Letters of Intent to Bid* should be submitted to the Procurement Official by the date indicated in RFP Section 6.1, *Key Action Dates*, using Attachment 1, *Letter of Intent to Bid*. The submittal shall be via email at [LIWP@csd.ca.gov](mailto:LIWP@csd.ca.gov). The letter should indicate the name and address of the Proposer's organization, the name of the individual designated as the Proposer's single point of contact for notifications or correspondence to and from the State, and the contact's phone number and email address. Proposers should notify the Procurement Official immediately if their intent to bid changes or whenever there is a change in the Proposer's contact information.

A *Letter of Intent to Bid* does not obligate the Proposer to submit a Final Proposal. Proposers who become aware of the RFP after the date to submit the *Letter of Intent to Bid*, and who also wish to potentially submit a Final Proposal, should submit their *Letter of Intent to Bid* at the earliest possible time.

In addition, Proposers and any interested parties may sign up to receive notification of updates to this RFP and related procurement postings on the RFP's Cal eProcure website or at <https://csd.ca.gov/Pages/contractopportunities.aspx>. Failure to do so may result in the Proposer not receiving critical notices and updates to the RFP.

## 6.7 Bidding Rules

### 6.7.1 Oral Understandings

No oral understanding or agreement shall be binding on either the State or the Proposer.

### 6.7.2 Identification and Classification of RFP Requirements

The State has established certain requirements with respect to bids to be submitted by prospective Contractors. The use of “shall”, “must,” or “will” (except to indicate simple futurity) in the RFP indicates a requirement or condition which is mandatory. A deviation, if not material, may be waived by the State.

The words “should” or “may” in the RFP indicate desirable attributes or conditions but are non-mandatory in nature. Deviation from or omission of such a desirable feature, even if material, will not in itself cause rejection of the Proposal.

### 6.7.3 Irrevocable Offer

A Proposer’s Proposal is an irrevocable offer for 120 days following the scheduled date for contract award specified in RFP Section 6.1, *Key Action Dates*. A Proposer may extend the offer in the event of a delay of contract award.

### 6.7.4 Examination of the Work

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

Proposers should carefully examine the entire RFP and any addenda thereto, and all related materials and data referenced in the RFP or otherwise available to the Proposer and should become fully aware of the nature and location of the

work, the quantities of the work, and the conditions to be encountered in performing the work.

#### **6.7.5 Errors**

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

#### **6.7.6 Addenda**

The State may modify the RFP prior to submission of Proposals by the issuance of an addendum to all Proposers who are participating in the bidding process at the time the addendum is issued. Addenda will be numbered consecutively and posted on the RFP section of Cal eProcure and CSD's Contracting Opportunities webpage at <https://csd.ca.gov/Pages/contractopportunities.aspx>. Only the latest version of the RFP documents, as may be modified by any addenda, will be the correct and valid RFP to which Proposers must be responsive.

The State also reserves the right to cancel this RFP at any time.

#### **6.7.7 Joint Bids and Multiple Bids**

Joint Bids shall not be allowed.

The State will not consider more than one Proposal from a Proposer under the same or different name.

#### **6.7.8 Confidentiality**

The contents of all Proposals, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of a Proposer's Proposal shall be held in the strictest confidence until publication of the Notification of Intent to Award. Proposers should be aware that marking a document "confidential" or "proprietary" in a Proposal may exclude it from consideration for award and will not keep that document from being released as

part of the public record after the Notice of Intent to Award, unless a court has ordered the State not to release the document. The content of all working papers and discussions relating to the Proposer's Proposal shall be held in confidence indefinitely, unless the public interest is best served by an item's disclosure because of its direct pertinence to a decision, agreement, or the evaluation of the Proposal. Any disclosure of confidential information by the Proposer is a basis for rejecting the Proposer's Proposal and ruling the Proposer ineligible to further participate.

#### **6.7.9 Proposer's Cost**

Costs incurred for developing Proposals, for participating in the procurement, and in anticipation of award of the agreement, are entirely the responsibility of the Proposer and shall not be charged to the State of California.

#### **6.7.10 False or Misleading Statements**

Proposals which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the Proposer, may be rejected. If, in the opinion of the State, such information was intended to mislead the State in its evaluation of the Proposal, and the attribute, condition, or capability is a requirement of this RFP, it will be the basis for rejection of the Proposal.

#### **6.7.11 Modifying, Withdrawing, or Resubmitting of Proposals**

Before submitting a response to this solicitation, Proposers should review their response and correct all errors and confirm compliance with the RFP requirements.

A Proposer may, by sending an email addressed to the Procurement Official listed in RFP Section 6.4, withdraw or modify a submitted Proposal before the deadline to submit Proposals. The Proposer may thereafter submit a new or modified Proposal prior to the Proposal submission deadline date and time. Proposals cannot be changed after the submittal deadline.

#### **6.7.12 Rejection of Proposals**

Submitted Proposals must cover all required services described in this RFP.

A Proposal may be rejected if it is conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. CSD may waive an immaterial deviation in a Proposal. CSD's waiver of an immaterial deviation shall in no way modify the RFP document or excuse the Proposer from full compliance with all requirements if awarded the Contract.

CSD reserves the right to reject all Proposals or declare them as Draft Proposals and establish a new date and time for resubmission of Proposals. CSD is not required to award a Contract or an agreement as a result of this RFP.

### 6.7.13 Disposition of Proposals

Upon Proposal opening, all documents submitted in response to this RFP will become the property of the State of California and will be regarded as public records under the California Public Records Act (Government Code section 6250 et seq.) and shall be subject to review by the public upon publication of the *Notice of Intent to Award*.

## 6.8 Proposal Submission Instructions

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

Proposers should review and edit their Proposals thoroughly prior to submission, ensuring that they comply with all RFP requirements. Not complying with all the RFP requirements may be cause for a Proposal to be rejected.

### 6.8.1 Note About Signatures and Electronic Document Submission

A list of all required documents for this solicitation is included in the Proposer Certification Sheet and Checklist (see Attachment 2). Proposals that do not include all the listed items, with proper signatures where required, shall be deemed non-compliant. ***A non-compliant Proposal is one that does not meet the minimum Proposal requirements and may be rejected.***

CSD requires applicants to provide application materials electronically via a secure dropbox. All Proposers shall send an email to [LIWP@csd.ca.gov](mailto:LIWP@csd.ca.gov) stating their intention to submit a proposal. Upon receipt, CSD will issue each Proposer

a private link and instructions to submit all Proposal documents in PDF form (unless instructed otherwise). Further, all submissions must have an electronic signature signed by a person who is authorized to bind the proposing firm. A complete Proposal must be submitted by the date and time indicated in Section 6.1, or the Proposal will be rejected.

## 7 PROPOSAL REQUIREMENTS AND MAXIMUM POINTS

Proposals shall include the required elements as specified in this section, along with all required attachments. Failure to provide a detailed Proposal and/or submitting the Budget Proposal Worksheet Tool with missing or incomplete information will cause the Proposer to obtain fewer points in the solicitation evaluation and/or be deemed non-compliant. The Administrator will be held accountable for plans and commitments submitted in their Proposals, which will be incorporated into any resulting contract. Therefore, Proposers are strongly encouraged to obtain firm commitments from all proposed Subcontractors and Partners, and to ensure that all plans included in the Proposal are fully formulated and ready for implementation.

In summary, the requirements and associated available points are as follows:

*Table 2, Distribution of Maximum Possible Points*

<b>TOTAL POSSIBLE POINTS</b>		
<b>Requirement 1: Project Team Description</b>		<b>375</b>
Part A, Proposer		275
A1. Proposer Overview	25	
A2. Energy Efficiency and Renewable Energy Experience	50	
A3. Affordable Housing and Low-Income Experience	50	
A4. Experience developing, measuring, and evaluating energy efficiency enhancement projects	50	
A5. Management Capacity	50	
A6. Financial accounting and management experience	50	
Part B, Project Organization Chart and Narrative		100
<b>Requirement 2: Marketing and Outreach Plan</b>		<b>150</b>
<b>Requirement 3: Workplan</b>		<b>300</b>

Part A, Ramp Up Plan	100	
Part B, Service Delivery Plan	150	
Part C, Program Close Out Plan	50	
<b>Requirement 4: Co-Benefits Statement</b>		<b>100</b>
<b>Requirement 5: Budget Proposal Worksheet Tool; Budget Narrative</b>		<b>400</b>
Part A, Indirect and Consultation Services Costs	200	
Part B, Budget Narrative	200	
<b>TOTAL POSSIBLE POINTS:</b>		<b>1,325</b>

Descriptions of each of the evaluated requirements identified above are provided below.

### 7.1 Requirement 1: Project Team Description (375 Points)

In general, the Project Team will be assessed based on its ability to demonstrate relevant and successful performance, as evidenced by several factors including:

- The length and breadth of experience in, and successful implementation of, energy efficiency and renewable energy programs;
- Experience administering energy efficient and renewable energy services of similar scale and structure;
- Experience administering incentive-based programs to promote broader investment in environmental and/or energy efficiency initiatives;
- Experience administering low-income affordable housing programs;
- References for relevant work; and
- Organizational capacity to design and implement an effective program infrastructure with various partners and stakeholders.

Guidelines for Proposal requirement responses are below, and specific evaluation criteria are included in Section 8 and Attachment 15.

#### Part A, Proposer (275 Points)

##### A1 Proposer Overview (25 points)

Provide a narrative overview of Proposer's organization's history, qualifications, experience, current resources, and accomplishments related to administering and providing or supporting energy efficiency and renewable energy services, and supportive services to low-income, affordable housing communities.

Document experience tracking expenditures and matching funds from various sources and administering incentive programs to achieve objective results.

Proposers should highlight relevant experience verifying participant eligibility in programs based on pre-determined criteria.

**A2 Energy Efficiency and Renewable Energy Experience (50 points)**

Describe Proposer's experience in providing energy efficiency and solar PV services. At a minimum, this description should address the following:

- i. The Proposer's history, qualifications, experience, current capacity, and performance related to administering energy efficiency and renewable energy services. As applicable, describe Proposer's experience providing these types of services and working with stakeholders to develop and implement large scale energy improvement projects.
- ii. Clearly explain the Proposer's own role in program development, implementation, and/or service delivery
- iii. Summarize the Proposer's experience with, and performance of, energy efficiency and renewable energy programs (e.g., LIWP, LIHEAP, ESA, ESA CAM, or other). Proposer shall provide a summary for each program, including the allocated funding, term, and an assessment of its performance and outcomes under the program (e.g., "successfully completed all program activities during the contract term"; "did not fully expend program dollars within contract term"; "was placed on high risk", etc.).
- iv. Identification of Proposer's key staff members (e.g., management, staff responsible for the successful provision of services), their project roles, and their requisite experience in providing energy efficiency, solar PV services, technical program development, and/or financial management. The Proposal may include, and reference, staff resumes to substantiate the narrative.
- v. Provide at least one reference (Use Attachment 7: *References Sheet*) for an organization, not to include CSD, for which the Proposer administered energy efficiency and Solar PV program services similar to this project within the past eight years.

**A3 Affordable Housing and Low-Income Experience (50 points)**

Describe Proposer's experience administering low-income affordable housing programs. At a minimum, this description should address the following:

- i. The Proposer's experience administering programs to low-income communities. Proposer's experience in administering programs for which funding is specifically intended to serve affordable housing communities is desirable.
- ii. Identification of Proposer's key staff members (e.g., management, staff responsible for the successful provision of services), their project roles, and their requisite experience in administering and providing supportive services to low-income communities. The Proposal may include, and reference, staff resumes to substantiate the narrative.



- iii. Provide at least one reference (See Attachment 7: *References Sheet*) of an organization, not to include CSD, for which the Proposer administered similar programs within the past eight years.

#### **A4 Experience developing, measuring, and evaluating energy efficiency enhancement projects (50 points)**

Describe Proposer's experience providing technical assistance to develop, measure, and evaluate energy efficiency enhancement projects.

- i. Identification of Proposer's key staff members (e.g., management, staff responsible for the successful provision of services), their project roles, and their requisite experience in development, measuring outcomes, and evaluation of energy efficiency projects. The Proposal may include, and reference, staff resumes to substantiate the narrative.
- ii. Provide at least one reference (See Attachment 7: *References Sheet*) of an organization, not to include CSD, for which the Proposer administered similar programs within the past eight years.

#### **A5 Management Capacity (50 points)**

Describe Proposer's experience managing teams and projects similar in scope and nature to that which is being proposed. This description should include Proposer's approach and organizational capacity to quickly design and implement a program infrastructure with multiple Subcontractors, Partners, and stakeholders.

#### **A6 Financial accounting and management experience (50 points)**

Describe the Proposer's experience managing the fiscal oversight of projects of similar size and scope.

- i. Identification of Proposer's key staff members (e.g., management, staff responsible for the successful provision of services), their project roles, and their requisite experience in financial management and administration. The Proposal may include, and reference, staff resumes to substantiate the narrative.
- ii. Provide at least one reference (See Attachment 7: *References Sheet*) of an organization, not to include CSD, for which the Proposer administered similar programs within the past eight years.

### **Part B, Project Organization Chart and Narrative (100 Points)**

Describe the Project Team structure and the mechanisms by which the Proposer will ensure effective project performance and accountability from all Project Team members throughout the term of the agreement to ensure that project goals and

objectives are met. Clearly identify the roles and responsibilities of the Proposer, Subcontractors, and Partners and key staff accountable under this program, including but not limited to financial management and administration, project management and implementation, technical assistance, marketing and outreach, and service delivery. Include an organization chart as part of your response.

## **7.2 Requirement 2 Marketing and Outreach Plan (150 Points)**

The Proposal must include a Marketing and Outreach Plan. This narrative must describe the activities and approaches of the Project Team and explain how they will meet the needs of the communities, property owners, and goals and objectives of this program. The narrative should include details regarding any general marketing to all potentially eligible program participants and targeted marketing strategies to specific communities and priority geographies. This may include outreach to property owner member organizations, community gatherings, social media, newspapers, on-line and electronic communication, call centers, etc. Plans for the development and production of marketing collateral should also be included. Proposed text or examples of marketing materials may be included as optional attachments. The Marketing and Outreach Plan should explain why the proposed approach will be effective and what it hopes to achieve.

The Marketing and Outreach Plan should also discuss, the roles and activities to be performed by each Project Team member with marketing and outreach responsibilities, and the specific commitments each team member has made to the project.

The narrative provided in response to this requirement should demonstrate the Project Team's capacity to market energy efficiency and renewable energy and any related services to multi-family property owners.

## **7.3 Requirement 3 Workplan (300 Points)**

The Proposer's Workplan must describe its program implementation, financial management, service delivery strategies, and resources that the Proposer and its team bring to the project. Proposers are required to discuss how their approach will account for and address any unique conditions or challenges.

The Workplan should describe in detail the Proposer's overall approach to completing the work.

The Workplan shall describe in detail the manner in which the Proposer will perform activities during each phase of the project, including, but not limited to, the following:

### **Part A, Ramp Up Plan (100 Points)**

The plan must have sufficient details to clearly articulate ramp up activities needed to prepare for implementation administratively, fiscally, and technically., and how the activities align with the proposed overall approach to program implementation. The key milestones associated with ramp up activities must be fully articulated in the plan and must address in detail what steps the Proposer will undertake to meet the articulated milestones.

The Administrator shall be required to submit a final Ramp-Up Report to CSD within 45 days of contract execution to summarize and describe the activities performed to meet the administrative, fiscal, and technical needs of the program prior to the start of approved property owner projects, including the requirement to commence marketing, outreach, intake, and technical assistance to property owners. In addition, the Administrator shall be required to begin performing services within 90 days of contract execution.

### **Part B, Service Delivery Plan (150 Points)**

In addition to the Workplan, the Proposer must submit a Draft Service Delivery Plan (SDP) that details service delivery objectives and describes all tasks, activities, and resources to be dedicated to completing the work described. The SDP shall provide a step-by-step account of how the Proposer plans to complete all work outlined. The SDP must be well-organized, detailed, and comprehensive. The tasks and team roles, responsibilities, and commitments should be sufficiently detailed to clearly articulate the process proposed with no additional information required.

At a minimum, the SDP should address the following components:

- Tasks that will lead to the completion of all work during the contract term, including timelines and due dates;
- The integration of energy efficiency measures with solar measures;
- Project oversight and coordination with subcontractors;
- Overcoming obstacles from a wide geographic service area and diversifying building types receiving assistance;
- Approach for property owner project assessments and energy audit tools;
- Strategies to minimize disruption to residents living in participating units during outreach, intake, and the measure installation phase, so that residents living in participating units do not, to the extent possible, need to take time off from work, school, or other personal programs to participate in the program;

- Coordination with and leveraging of other programs;
- Referral and deferral strategies, including those that may address conditions of the home that are outside of the scope of the LIWP Program; and
- Anticipated barriers and strategies to overcome barriers.
- Conducting quality assurance for pre-installation and post installation site visits.

Service Delivery Plans should also address specific commitments each Team member is bringing to support program implementation to demonstrate the Project Team's robustness and capacity to effectively reach low-income, affordable housing communities and deliver program services within the target communities and the contract reimbursement period.

### **Part C, Program Close Out Plan (50 points)**

As part of the Workplan, Proposals shall include Close Out activities for the last 30-45 days of the contract period. At the end of the contract term, the Administrator will be required to submit a Close Out report to CSD summarizing all fiscal activities, programmatic activities, findings, and lessons learned.

### **7.4 Requirement 4: Co-Benefits (100 Points)**

All Proposals must include strategies to engage members of priority populations and provide opportunities for employment, training, and career development during the reimbursement period of the contract term. The plan should include specific goals for job creation and hiring; on-the-job and external training and opportunities to gain specific credentials; and for creating career ladders. Wages and job quality should also be addressed. The plan should also, to the extent possible, leverage partnerships with regional workforce development agencies to provide recruitment, referral, and/or training services.

Proposals should also identify additional co-benefits to be achieved through their project plans. Other co-benefits may include, but not be limited to:

- Maximizing economic and environmental benefits;
- Fostering job creation; and
- Directing investment toward the most disadvantaged communities and households.

The co-benefits identified by Proposers is limited to services provided in addition to energy efficiency and Solar PV services to multi-family buildings.

### **7.5 Requirement 5: Budget Proposal Worksheet Tool and Budget Narrative (400 Points)**

The Proposer is responsible for fully completing and submitting Attachment 6: *Budget Proposal Worksheet Tool*, per the instructions included in the Tool and Budget Narrative. Please refer to Section 6.2 of this RFP for information on accessing the *Tool* in the Bidders Library. To compare cost-effectiveness, the Proposer offering the most cost-effective Proposal will earn the maximum component points. Other applicants are awarded a percentage of the maximum points available based on a comparison of their cost-effectiveness to the Proposer awarded the maximum points. The following explains how different components of the Budget Proposal Worksheet Tool will be evaluated and their respective points allocation.

#### **Part A: Indirect and Consultation Services Costs, Budget Proposal Worksheet Tool (200 points)**

The *Budget Proposal Worksheet Tool* identifies the Proposer's bid amounts for the distribution between Administrative, Consultative, and Total Direct (Incentives being dispersed to Property Owners) allocation of the full award amount. This document should be completed by the Proposer in accordance with instructions indicated in Attachment 6. All information displayed in the *Budget Proposal Worksheet Tool* should be supported in the Budget Narrative, as described below. This Narrative should include how the Proposer plans to allocate these costs.

#### **Part B, Budget Narrative (200 points)**

The Budget Narrative should align with the allocations provided in the Budget Summary portion of the *Budget Proposal Worksheet Tool*. Proposers shall, at a minimum, address the following components in the narrative:

- Describe in detail how Proposer plans to allocate Direct program, consultative, and administrative costs. Each cost category should be broken into sub-categories and activities. The costs budgeted for each activity must, in the opinion of CSD, be realistic and reasonable. Direct program cost allocated to Incentives for Energy Efficiency and Solar PV

enhancements shall be a minimum of 77 percent but may be bid at a higher percentage.

- If applicable, provide justification supporting Proposer's decision to allocate less than the maximum percentage of allowable costs to Indirect and Other Direct Budget cost categories. Consultative costs are capped at 18 percent and administrative costs are capped at 5 percent of total award, but both may be bid at a lower percentage.

## 8 PROPOSAL SELECTION AND AWARD

### 8.1 Proposal Scoring

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

Proposals will be evaluated in two stages:

#### **Stage 1: Administrative Submission Review**

Each Proposal will first be checked by CSD for the presence of all required solicitation elements and qualifications. This first Stage will be evaluated on a pass/fail basis. Those Proposals that pass the requirements of Stage 1 will be reviewed under Stage 2 by a Review Panel. Those Proposals that do not meet the requirements of identified below will be deemed non-compliant and will not be eligible to receive an award. Stage 1 review will confirm if:

- Proposer submitted all documents in accordance with Section 6.8 of this RFP.
- Attachment 2, Proposer Certification Sheet & Checklist is duly completed and signed, and all additional relevant Attachments are included.
- Demonstrated adherence to minimum qualifications as outlined in RFP Section 3.

#### **Stage 2: Proposal Review (1325 points)**

The Review Panel will review all Proposals that pass Stage 1 to assess the Proposer's ability to carry out the proposed work. The Review Panel will evaluate

each Proposal individually and then score by consensus all aspects of the following requirements:

- Proposer Team Qualifications and Capacity (375 points)
- Marketing and Outreach Plan (150 points)
- Workplan (300 points)
- Co-Benefits (100 points)
- Budget Proposal Worksheet and Budget Narrative (400 points)

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

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

- Is fully developed, comprehensive, and has few, if any, weaknesses, defects, or deficiencies;
- Includes information of depth and breadth, and includes significant facts and/or details regarding the proposed approach and its effectiveness;
- Demonstrates that the Proposer understands and is responsive to CSD's needs, the services sought, and/or the Proposer's responsibilities;
- Illustrates the Proposer's capability to perform all services and meet all requirements detailed in Program Requirements;
- Demonstrates the Proposer's capacity, capability, and/or commitment to exceed regular service needs (e.g., enhanced features, approaches, or methods, as well as creative or innovative business solutions, etc.).

The scoring criteria are provided in Attachment 15, *Proposal Scoring Criteria*.

## **8.2 Errors in the Final Proposal**

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

1. If the Proposer's intent is clearly established based on review of the complete Final Proposal submittal, the State may at its sole option correct an error based on that established intent.
2. The State may at its sole option correct obvious clerical errors.
3. If a Proposer does not follow the instructions for computing costs not related to the Contract, if any, (e.g., State personnel costs), the State may reject the Proposal, or at its sole option, re-compute such costs based on instructions contained in the solicitation.
4. 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 Proposer (if awarded the Contract) or in a requirement of the Proposer to supply a major item at no cost, the Proposer will be given the opportunity to promptly establish the grounds legally justifying relief from its Proposal.
5. It is absolutely essential that Proposers carefully review the cost elements in their Final Proposal, since they will not have the option to correct errors after the time for submittal of the Final Proposals.
6. The State may request clarification of items in the Proposer's response if the meaning is not clear to the State. Responses to requests for clarification must be confirmed in writing by the Proposer as instructed by the State's Procurement Official at the time of the request.
7. At the State's sole discretion, it may declare the Final Proposal to be a Draft Proposal in the event that the State determines that Final Proposals from all Proposers contain material deviations. Proposers may not protest the State's determination that all Proposals have material deviations. If all Proposals are declared noncompliant, the State may issue an addendum to the solicitation. Should this occur, the State may hold confidential discussions with participating Proposers who are interested in continuing to be considered. Each participating Proposer will be notified of the due date for the submission of a new Final Proposal to the State. 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 RFP Section 7, *Proposal Requirements and Maximum Points*.



### 8.3 Notice of Intent to Award

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

### 8.4 Dispute Procedures

An Intent to Dispute letter from a Proposer must be received by the Procurement Official cited on the solicitation no later than five working days (excluding the first day and including the last day) from the date of the posting of *Notice of Intent to Award*. The Intent to Dispute letter must be sent by electronic mail and must bear the name and signature of the disputing Proposer.

Within five working days from the date CSD receives the Intent to Dispute Letter, the disputing Proposer must file with CSD a Letter of Dispute detailing the grounds for the dispute. The only acceptable delivery method for the Letter of Dispute is by electronic mail.

The Letter of Dispute must describe the factors that support the disputing Proposer's claim that the disputing Proposer would have been awarded the contract had CSD correctly applied the prescribed evaluation rating standards in the RFP or if CSD had followed the evaluation and scoring methods in the RFP. The Letter of Dispute must identify specific information in the Proposal that the Proposer believes was overlooked or misinterpreted. The Letter of Dispute may not provide any additional information that was not included in the original Proposal. If the information at issue in the Proposer's Proposal was vague or ambiguous, CSD's reasonable interpretation will prevail even if other interpretations are possible.

If a Letter of Dispute is filed, the contract shall not be awarded until CSD has reviewed and resolved the dispute. The Director of CSD or the Director's designee will render a decision of the Letter of Dispute and the decision will be considered final.

### 8.5 Award Procedures

Awards, if made, will be made to the highest scoring Proposal. A maximum of one award may be made.

Prior to awarding the contract, a Notice of Intent to Award will be posted on CSD's website ([www.csd.ca.gov](http://www.csd.ca.gov)) per RFP Section 6.1, *Key Action Dates*, for a period of no less than five working days.

## 8.6 Agreement Execution and Performance

Performance shall start on the date set by CSD in consultation with the Administrator after all approvals have been obtained and the agreement is fully executed. Should the Administrator fail to commence work at the stated time, upon five (5) days written notice to the Administrator, CSD reserves the right to terminate the agreement, or to reduce its scope and/or its funding. All performance under the agreement shall be completed on or before the termination date of the agreement. The Proposer who is awarded a contract will be required to sign a Standard Agreement and related documents.

## 9 ATTACHMENTS

Attachment 1 should be returned to the Procurement Official as soon as possible after the official RFP is released.

**Attachment 1:** *Intent to Bid Template*

Attachments 2-14 are required to be included with the Proposal, together with all required Proposal elements and Proposer-specific attachments as stated in the RFP and in Attachment 2:

**Attachment 2:** *Proposer Certification Sheet and Checklist*

**Attachment 3:** *Secretary of State Registration*, if applicable (Original Copy Only)

**Attachment 4:** *Certification of Status* (Original Copy Only)

**Attachment 5:** *Iran Contracting Act Certification* (Original Copy Only)

**Attachment 6:** *Budget Proposal Worksheet Tool* (a separate Excel file)

**Attachment 7:** *References Sheet*

**Attachment 8:** *Contractor Certification Clauses (CCC-04/2017)* (Original Copy Only)

**Attachment 9:** *Darfur Contracting Act Certification*, if applicable (Original Copy Only)

**Attachment 10:** *Certification of Financial Solvency for Non-Profit Organizations*, if applicable, including:

- *Organization-wide audit*, if applicable
- *IRS 990s* (most recent two years), if applicable

**Attachment 11:** *Project Team*

**Attachment 12:** *Project Team Member Description*

**Attachment 13:** *Statement of Team Member Commitment*

**Attachment 14:** *California Civil Rights Certification (Original Copy Only)*

Attachments 15-22 are not required submittals for the Proposal but are reference materials useful to the Proposer. Additional reference material is in the Bidders' Library.

**Attachment 15:** *Proposal Scoring Criteria*

**Attachment 16:** *Sample of Standard Agreement Contract (STD 213) with:*

- **Exhibit C**, *General Terms and Conditions, GTC 04/2017*
  - **Exhibit D**, *Special Terms and Conditions*
- (Exhibit A, *Scope of Work*, and Exhibit B, *Budget Detail and Payment Provisions*, will be developed for the award, based on the RFP's requirements and the Proposer's submitted Proposal.)

**Attachment 17:** *Payee Data Record (Std. 204)*

**Attachment 18:** *CSD Procurement Policy*

**Attachment 19:** *CSD Conflict of Interest Policy*

- A Conflict-of-Interest Disclosure Statement may be required from Proposer.

**Attachment 20:** *Conflict of Interest/Non-Disclosure Statement*

**Attachment 21:** *Security Addendum B*

**Attachment 22:** *Bidders' Library*

## ATTACHMENT 1: INTENT TO BID TEMPLATE

### Optional Notice of Intent to Bid

For 2022-RFP-83

#### Request for Proposal – LIWP Multi-Family Housing Component

Proposer should complete and return this form to the Procurement Official listed in RFP Section 6.4 by the date shown in RFP Section 6.1. Only the Proposer of the Project Team should submit an *Intent to Bid* form. Subcontractors on the team will not have to submit an *Intent to Bid* form, nor do they need to be named on the Proposer's *Intent to Bid* form.

Will you be responding?  YES  NO

Company Name: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

Fax: \_\_\_\_\_ Website: \_\_\_\_\_

If not responding, reason for not doing so: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ATTACHMENT 2: PROPOSER CERTIFICATION SHEET AND CHECKLIST**

**LIWP Multi-Family Housing Component**

**PROPOSER CERTIFICATION SHEET AND CHECKLIST**

PROPOSER INFORMATION	
PROPOSER NAME:	
<b>TYPE OF TAX-EXEMPT ENTITY:</b> <input type="checkbox"/> PRIVATE NON-PROFIT <input type="checkbox"/> LOCAL PUBLIC ENTITY (STATE AGENCIES INELIGIBLE) <input type="checkbox"/> FEDERALLY RECOGNIZED INDIAN TRIBAL GOVERNMENT	
TAX PAYER ID #:	
MAILING ADDRESS:	
NAME OF EXECUTIVE DIRECTOR OR CHIEF EXECUTIVE OFFICER; AND TITLE:	
PHONE NUMBER:	
EMAIL ADDRESS:	
POINT OF CONTACT NAME AND TITLE:	
PHONE NUMBER:	

EMAIL ADDRESS:		
<b>AUTHORIZED INDIVIDUAL'S NAME, TITLE, &amp; SIGNATURE</b>	<b>NAME:</b>	
	<b>TITLE:</b>	
	<b>WRITTEN SIGNATURE</b>	<b>DATE</b>

<b>PROPOSER CERTIFICATION</b>	
"I certify by my signature below that my organization (and Project Team, as indicated):	
<b>Requirements</b>	<b>Certification</b>
<b>A.</b> Have demonstrated experience evaluating and administering programs of similar scope with similar stakeholder and community groups. This requirement applies to both the Proposer and Project Team.	<input type="checkbox"/>
<b>B.</b> Has experience administering programs and providing supportive services to low-income and affordable housing populations.	<input type="checkbox"/>
<b>C.</b> Has demonstrated experience administering low-income, energy efficient, and renewable energy services of similar scale and structure.	<input type="checkbox"/>
<b>D.</b> Is financially solvent and will remain so during the life of any contract awarded. Is able to demonstrate the soundness of the organization's fiscal processes involved in budgeting, subcontracting, and payroll management.	<input type="checkbox"/>

<p><b>E.</b> Are in good standing with all appropriate local and state oversight licensing authorities. This requirement applies to both the Proposer and Project Team.</p>	<input type="checkbox"/>	
<p><b>F.</b> Has had all Subcontractors and Partners vet relevant Proposal commitments.</p>	<input type="checkbox"/>	
<p><b>G.</b> Understand and agree that, if awarded, we will be held to comply with the requirements of the RFP as applicable, and the details of the submitted Proposal. This requirement applies to both the Proposer and Project Team.</p>	<input type="checkbox"/>	
<p>Therefore, having understood the above information, I am signing this certification.”</p>		
<p><b>AUTHORIZED INDIVIDUAL’S NAME, TITLE, &amp; SIGNATURE</b></p>	<p><b>NAME:</b></p>	
	<p><b>TITLE:</b></p>	
	<p> </p>	
	<p><b>WRITTEN SIGNATURE</b></p>	<p><b>DATE</b></p>

<p align="center"><b>MULTI-FAMILY HOUSING COMPONENT ATTACHMENT CHECKLIST</b></p>	
<p>A complete application package will consist of the items identified in this checklist. The checklist is meant to assist applicants with ensuring all required attachments are submitted. Complete the checklist to confirm the items are in your application package. Place a checkmark or “X” next to each item you are submitting. For your application to be complete, all required attachments must be returned.</p>	
<p><b>Name/Description</b></p>	<p><b>Attached</b></p>
<p>Attachment 2. Proposer Certification Sheet &amp; Checklist (Original Copy Only)</p>	<input type="checkbox"/>
<p><b>PROPOSAL ELEMENTS (See Section 7 and Related Attachments)</b></p>	
<p>Requirement 1: Project Team Description</p>	<input type="checkbox"/>
<p>Requirement 2: Marketing and Outreach Plan</p>	<input type="checkbox"/>
<p>Requirement 3: Workplan</p>	<input type="checkbox"/>

Requirement 4: Co-Benefits	<input type="checkbox"/>
Requirement 5: Budget Proposal Worksheet Tool and Budget Narrative	<input type="checkbox"/>
Attachment 3. Secretary of State Registration, if applicable (Original Copy Only)	<input type="checkbox"/>
Attachment 4. Certification of Status (Original Copy Only)	<input type="checkbox"/>
Attachment 5. Iran Contracting Act Certification (Original Copy Only)	<input type="checkbox"/>
Attachment 6. Budget Proposal Worksheet Tool	<input type="checkbox"/>
Attachment 7. References Sheets	<input type="checkbox"/>
Attachment 8. Contractor Certification Clauses (CCC-04/2017) (Original Copy Only)	<input type="checkbox"/>
Attachment 9. Darfur Contracting Act Certification, if applicable (Original Copy Only)	<input type="checkbox"/>
Attachment 10. Certification of Financial Solvency for Non-Profit Organizations, if applicable (Original Copy Only), including:	<input type="checkbox"/>
Organization-wide audit, if applicable	<input type="checkbox"/>
IRS 990s (most recent two years), if applicable	<input type="checkbox"/>
Attachment 11. Project Team	<input type="checkbox"/>
Attachment 12. Project Team Member Description	<input type="checkbox"/>
Attachment 13. Statement of Team Member Commitment	<input type="checkbox"/>
Attachment 14. California Civil Rights Certification (Original Copy Only)	<input type="checkbox"/>
Conflict of Interest Disclosure Statement(s), if applicable (See Attachment 19)	<input type="checkbox"/>



### **ATTACHMENT 3: SECRETARY OF THE STATE REGISTRATION**

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

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

#### **ATTACHMENT 4: CERTIFICATION OF STATUS**

For example, 501(c)(3) tax-exempt organizations must provide IRS determination letter for its non-profit corporation status, and government entity must show that it is authorized under governing law to contract to provide services pursuant to this solicitation.

## ATTACHMENT 5: IRAN CONTRACTING ACT CERTIFICATION

(Public Contract Code sections 2202-2008)

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).

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 6: BUDGET PROPOSAL WORKSHEET TOOL**

The Proposer is responsible to fully complete and submit the *Budget Proposal Worksheet Tool* with the total dollar amounts and other information per the instructions included in the Tool.

The *Budget Proposal Worksheet Tool* is provided as a separate Microsoft Excel workbook file in the Bidders' Library, available by request for access as instructed on the Contracting Opportunities page of CSD's website at <https://www.csd.ca.gov/Pages/contractopportunities.aspx>. When returning this completed *Tool* with the Proposal, it shall remain in its original format.

### ATTACHMENT 7: REFERENCES SHEET

Please provide a reference of organizations for which the Proposer has performed similar services for each component outlined in Section 7.1 within the past eight years from the date of the release of the RFP. None of the references can be from CSD.

Proposers that cannot provide the references may be deemed non-compliant and not eligible to receive an award. CSD will contact the provided references. CSD will make a reasonable attempt to contact the references, but it is the sole responsibility of the Proposer to ensure that the provided reference is available to respond in a timely manner. Please type or print a list of the four references for which you have performed services. A negative reference check may result in rejection at the sole discretion of the CSD.

<b>REFERENCE</b>	
<input type="checkbox"/> Energy Efficiency and Renewable Energy Experience <input type="checkbox"/> Affordable Housing and Low-Income Experience <input type="checkbox"/> Experience developing, measuring, and evaluating energy efficiency enhancement projects <input type="checkbox"/> Financial accounting and management experience	
This reference is for (name of Proposer):	
Name of referenced organization or firm:	
Primary contact person:	Title or project role:
Primary person’s phone number(s):	Email address:
Alternative contact person (Optional):	Title or project role:
Alternative person’s phone number(s):	Email address:
Dates of service	Value or cost of service
Brief description of service provided	

**ATTACHMENT 8: 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/Proposer Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

**CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)
2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:
  - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
  - b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
  - 2) the person's or organization's policy of maintaining a drug-free workplace;
  - 3) any available counseling, rehabilitation and employee assistance programs; and,
  - 4) penalties that may be imposed upon employees for drug abuse violations.
- c. Every employee who works on the proposed Agreement will:
- 1) receive a copy of the company's drug-free workplace policy statement; and,
  - 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

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

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

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

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

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



**6. SWEATFREE CODE OF CONDUCT:**

- a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.
  - b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).
7. **DOMESTIC PARTNERS:** For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.
8. **GENDER IDENTITY:** For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

**DOING BUSINESS WITH THE STATE OF CALIFORNIA**

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

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

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

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

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

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

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

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

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)
3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)
4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.
5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:
  - a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
  - b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.
6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.
7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.
8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

## **ATTACHMENT 9: DARFUR CONTRACTING ACT CERTIFICATION (IF APPLICABLE)**

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

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

### **OPTION #1 - CERTIFICATION**

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

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

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

### **OPTION #2 – WRITTEN PERMISSION FROM DGS**

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

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

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

**ATTACHMENT 10: CERTIFICATION OF FINANCIAL SOLVENCY  
FOR NON-PROFIT ORGANIZATIONS**

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

1. The applicant organization official with contracting authority certifies, to the best of their knowledge and belief, that the applicant organization is financially solvent, and will remain so during the life of any contract awarded. The official will notify the Department representative in writing of substantial solvency concerns such as depletion of cash reserve accounts, use of cash reserves to meet payroll obligations, inability to meet obligations for accounts payable, evidence of deteriorating accounts receivable collection, evidence of delinquency in payment of IRS or payroll taxes, evidence of fraud or mismanagement, co-mingling of accounts, and/or use of grant funds for non-grant purposes.
2. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the offeror/contractor made a false certification, CSD may, in addition to other remedies available terminate any contract issued.

Additionally, the following is submitted with this certification:

1. The most current organization-wide audit; and,
2. The last two years of the Internal Revenue Service's *Return of Organization Exempt From Income Tax* (IRS Form 990)

Printed Name of Authorized Official: \_\_\_\_\_

Signature/Date: \_\_\_\_\_ / \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

SSN or TIN: \_\_\_\_\_

**ATTACHMENT 11: PROJECT TEAM**  
 (Refer to RFP Section 7.1 for Guidance)

<b>Proposer Name</b>	<i>[Enter Proposer name here]</i>
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<b>Organization Name</b>	<b>Subcontractor or Partner Status</b>	<b>Brief Description of Role and Work Categories</b>
<i>[Enter name here]</i>	<i>[Subcontractor or Partner]</i>	<i>[Enter here]</i>

## ATTACHMENT 12: PROJECT TEAM MEMBER DESCRIPTION

(Refer to RFP Section 7.1 for Guidance)

Please fill out one Project Team Member Description form for each Organization identified in Attachment 11.

<b>Proposer Name</b>	<i>[Enter Proposer name here]</i>
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Team Member Information	
<b>Organization Name</b>	<i>[Enter name here]</i>
<b>Contact Information</b>	<i>[Enter contact information here]</i>
<b>Team Member Status</b>	<input type="checkbox"/> Subcontractor <input type="checkbox"/> Partner

General Description	
Team Member Overview	
<i>[Enter narrative here]</i>	
Description of energy audit experience, if applicable	
<i>[Enter narrative here]</i>	

### ATTACHMENT 13: STATEMENT OF TEAM MEMBER COMMITMENT

(Refer to RFP Section 7.1 for Instructions)

For each Subcontractor and Partner identified in the Proposal, provide a completed and signed Statement of Team Member Commitment. The statement of commitment is intended to address the need for Project Team members to remain obligated to this effort and the role identified for the duration of the project. Any Subcontractor or Partner that lacks this form may be excluded from the evaluation and may impact the Proposer’s Proposal score and/or responsiveness.

<b>Proposer Name</b>	<i>[Enter Proposer name here]</i>
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Team Member Information	
<b>Organization Name</b>	<i>[Enter name here]</i>
<b>Contact Information</b>	<i>[Enter here]</i>
<b>Team Member Status</b>	<input type="checkbox"/> Subcontractor <input type="checkbox"/> Partner

Statement of Commitment
<p>By signing below, I certify that I have read the description of the above-mentioned entity’s role as described in the LIWP Multi-Family Housing Component Proposal. This entity’s commitment to this Program has been discussed with the Proposer and I confirm that it has the capacity to provide the described services and intends to do so as outlined in the Proposal. My signature also certifies that that this entity will act in accordance with the guidelines, rules, and policies as described in Request for Proposal.</p>

---

Printed Name\* Title

---

Signature Date

\*Name and signature must be that of an official authorized to sign on the Subcontractor or Partner’s behalf



**ATTACHMENT 14: CALIFORNIA CIVIL RIGHTS CERTIFICATION**

(Public Contract Code section 2010)

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

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts over \$100,000 executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

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

**Certification**

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

### ATTACHMENT 15: PROPOSAL SCORING CRITERIA

#### Stage 1: Compliance Check

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

Minimum Qualifications		
Criteria:	Fail	Pass
All required administrative documents are present and materially compliant with the general submission requirements of this RFP (also refer to Attachment 2: Proposer Certification Sheet and Checklist).	<input type="checkbox"/>	<input type="checkbox"/>
Proposer is a private non-profit or public organization that has qualified for and received an Internal Revenue Service determination letter confirming the organization’s tax exemption under Section 501(c)(3) of the Internal Revenue Code; a local government agency or joint powers authority; or a federally recognized Indian Tribal Government.	<input type="checkbox"/>	<input type="checkbox"/>
Proposer is eligible to receive public funds (a list of entities that have been declared ineligible to receive government funds can be found at: <a href="https://www.sam.gov/">https://www.sam.gov/</a> ).	<input type="checkbox"/>	<input type="checkbox"/>
If the Proposer is a private non-profit organization, it is in good standing and currently qualified to conduct business in California per the Secretary of State. This requirement applies to both the Proposer and its Subcontractors. All are in good standing with all appropriate local and State oversight and licensing authorities.	<input type="checkbox"/>	<input type="checkbox"/>

<b>Minimum Qualifications</b>		
<b>Criteria:</b>	<b>Fail</b>	<b>Pass</b>
If the Proposer is a private non-profit organization, it has demonstrated financial solvency as determined by CSD through the submission of the most current organization-wide audit and the last two years of the Internal Revenue Service’s <i>Return of Organization Exempt From Income Tax</i> (IRS – Form 990).	<input type="checkbox"/>	<input type="checkbox"/>
Proposer has experience administering programs and providing supportive services to low-income and affordable housing populations.	<input type="checkbox"/>	<input type="checkbox"/>
Proposer has demonstrated experience administering low-income, energy efficient, and renewable energy services of similar scale and structure to the LIWP Multi-Family Energy Efficiency and Renewables component.	<input type="checkbox"/>	<input type="checkbox"/>
Project Team members must, at a minimum, demonstrate previous experience performing the specific activity and/or service to be provided in this Proposal.	<input type="checkbox"/>	<input type="checkbox"/>
<b>RESULT:</b>	<input type="checkbox"/>	<input type="checkbox"/>

**Stage 2: Technical Evaluation**

The Technical Evaluation stage of the Proposal evaluation process consists of the Evaluation Team applying different assessment methods to score Proposer responses to the components listed in RFP Section 7, *Proposal Requirements and Maximum Points*. The three assessment methods to be applied to the different Proposal requirements are described on the pages that follow.

Overview of Non-Cost and Cost Assessment

For the *Performance Confidence Assessment* and *Technical/Risk Assessment* models, which apply to *non-cost* evaluation, the Evaluation Team will assign a “percent score” based on its evaluation of a Proposer’s response. The Proposer will be awarded that percentage of the total possible points available for the relevant scored component. A hypothetical scenario is presented below to provide clarification.

<b>Example of “Percent Score” Application</b>			
<b>Examples of Scored Components</b>	<b>Potential Points (A)</b>	<b>Percent Score (B)</b>	<b>Points Awarded (A x B)</b>
7.1 A1 Proposer Overview	25 points	100%	25.0 points
7.1 A2 Proposer’s Energy Efficiency and Renewable Energy Experience	50 points	75%	37.5 points
7.1 A3 Proposer’s Affordable Housing and Low-Income Experience	50 points	30%	15.0 points
TOTAL	125 points		77.5 points

For *Cost Comparison Indexing*, to assess the Proposer’s Budget Proposal, which is a *cost* evaluation, the Evaluation Team will apply a set formula that assigns points based on the costs entered by a Proposer into the *Budget Proposal Worksheet Tool*. This formula is described in more detail under example #3 below.

1. Performance Confidence Assessment

Assessment of Proposer’s probability of meeting the RFP requirements takes into consideration the Proposer, Subcontractors, and Partners’ recent and relevant experience and performance supplying services of a similar scope and complexity as that described in this RFP. These factors are combined to establish a performance confidence assessment for the Proposer on each of the scored criteria.

This assessment rating method applies only to Section 7, Requirement 1: Project Team Description.

<b>Performance Confidence Assessment Rating Method</b>		
<b>Percent Score</b>	<b>Rating</b>	<b>Description</b>
76-100%	Substantial Confidence	Based on Proposer’s relevant experience and performance record, the State has a high expectation that it will successfully perform the required effort.
51-75%	Satisfactory Confidence	Based on Proposer’s relevant experience and performance record, the State has a reasonable expectation that it will successfully perform the required effort.
26-50%	Limited Confidence	Based on Proposer’s relevant experience and performance record, the State has a low expectation that it will successfully perform the required effort.
0-25%	Little Confidence	Based on Proposer’s relevant experience and performance record, the State has little expectation that it will successfully perform the required effort.

2. Technical/Risk Assessment

Assessment of Proposer’s quality of response to the RFP requirements takes into consideration several factors, including the response’s completeness and attention to detail, display of knowledge and innovation, and the strengths and weaknesses of the approach. Proposers that simply repeat the language of the RFP or provide minimal responses will not achieve maximum points. The factors are combined to establish a single technical assessment for the Proposer on each of the scored criteria.

This assessment rating method applies to Section 7, Requirements 2-4, and Requirement 5 Part B

<b>Technical/Risk Assessment Rating Method</b>					
<b>Percent Score</b>	<b>Quality of Response</b>	<b>Description</b>	<b>Strengths Relative to Requirements</b>	<b>Weaknesses</b>	<b>Confidence in Proposed Approach</b>
81-100%	Excellent	The Proposal addresses the requirements completely, exhibits outstanding knowledge, creativity, innovation or other factors to justify this rating.	Meets requirements - numerous strengths in key areas.	None of consequence	Very High
61-80%	Good	The Proposal addresses the requirements completely and addresses some elements of the requirements in an outstanding manner.	Meets requirements - some strengths in key areas.	Minor - not substantial in key areas	High
41-60%	Moderate	The Proposal addresses most elements of the requirements.	Meets most requirements - minimal strengths provided in their response.	Moderate - does not outweigh strengths	Moderate
21-40%	Marginal	The Proposal meets some of the RFP requirements.	Meets some of the requirements with some clear strengths.	Exist in key areas - outweighs strengths	Low
0-20%	Unacceptable	The Proposal meets a few to none of the RFP requirements.	Meets a few to none of the requirements with few or no clear strengths.	Significant and numerous	Minimal

3. Cost Comparison Indexing

\*Note that consultative costs are capped at 18 percent and administrative costs are capped at 5 percent of total award, but both may be bid at a lower percentage.

Proposers' Indirect and Consultation Services costs score is based on the ratio of its consultative and administrative percentage from the cost tables associated with the lowest responsive Proposal multiplied by the maximum number of points available. The lowest Proposal for cumulative Indirect and Consultation Services costs, as identified on the *Budget Proposal Worksheet Tool*, is awarded the maximum points. Other Proposals are awarded points based on the following calculation:

Cost Points Awarded to Proposer = (Lowest Submitted Indirect and Consultation Services Costs / Proposer's Indirect and Consultation Services Costs) x Maximum Points Available (points awarded will be rounded to the nearest hundredth)

To be compliant with the requirements of this RFP, Proposer must fully complete the *Budget Proposal Worksheet Tool*. Failure to enter data in any non-shaded cell will generate zero points for the Proposal.

This assessment method applies only to Requirement 5 Part A, *Budget Proposal Worksheet Tool*.

<b>Example of Indirect and Consultation Services Costs Comparison</b>		
<b>Proposer</b>	<b>Indirect and Consultation Services Costs</b>	<b>Points Awarded (200 Maximum)</b>
A	18%	$(18\% / 18\%) \times 200 = 200$ Points (maximum)
B	20%	$(18\% / 20\%) \times 200 = 180$ points
C	22%	$(18\% / 22\%) \times 200 = 163.64$ points

## ATTACHMENT 16: SAMPLE STANDARD AGREEMENT (STD 213) WITH EXHIBITS C AND D

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

**STANDARD AGREEMENT**  
STD. 213 (Rev 03/2019) CSD

AGREEMENT NUMBER

PURCHASING AUTHORITY NUMBER (if applicable)

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

CONTRACTING AGENCY NAME

Department of Community Services and Development

CONTRACTOR NAME

2. The term of this Agreement is:

Start Date:

End Date:

3. The maximum amount of this Agreement is:

\$ 14,200,000.00

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

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	
Exhibit B	Budget Detail and Payment Provisions	
Exhibit C	General Terms and Conditions, GTC	
Exhibit D	Special Terms and Conditions	
Exhibit E*	CSD RFP for LIWP Administrator	
Exhibit F*	Contractor Proposal in response to CSD LIWP RFP	

Items shown with an Asterisk (\*) are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be accessed at <https://agencies.csd.ca.gov>

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

<b>CONTRACTOR</b>		<b>California Department of General Services Approval (or exemption, if applicable)</b>	
CONTRACTOR NAME <i>(If other than an individual, state whether a corporation, partnership, etc.)</i>			
CONTRACTOR BUSINESS ADDRESS, CITY, STATE ZIP			
PRINTED NAME OF PERSON SIGNING		TITLE	
CONTRACTOR AUTHORIZED SIGNATURE		DATE SIGNED	
<b>STATE OF CALIFORNIA</b>			
CONTRACTING AGENCY NAME Department of Community Services and Development			
CONTRACTING AGENCY ADDRESS 2389 Gateway Oaks Drive, Suite 100		CITY Sacramento	STATE ZIP CA 95833
PRINTED NAME OF PERSON SIGNING		TITLE	
CONTRACTING AGENCY AUTHORIZED SIGNATURE		DATE SIGNED	



**Exhibit A, Scope of Work**

EXHIBIT A WILL BE DEVELOPED BY CSD UPON AWARD

**Exhibit B, Budget Detail and Payment Provisions**

EXHIBIT B WILL BE DEVELOPED BY CSD UPON AWARD

**Exhibit C, General Terms and Conditions (GTC 04/2017)**

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**GTC 04/2017**

1. **APPROVAL**: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT**: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT**: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT**: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION**: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES**: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE**: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the

State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

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

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

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

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

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

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

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

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

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

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

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

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

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

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and

may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

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

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

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

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

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

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

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

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

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

20. LOSS LEADER:

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



**Exhibit D, Special Terms and Conditions**

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## 1. SUBCONTRACTS

Except for subcontracts identified in the Proposal in accordance with the Request for Proposal, no work shall be subcontracted without the prior written approval of the State. Upon the termination of any subcontract, State shall be notified immediately. Subcontracts must require that parties comply with all applicable provisions of this Agreement. Such requirement shall not relieve Contractor from any performance obligation created herein, nor from liability for a Subcontractor's failure of performance.

- A. Such request for approval shall include identifying information, including the name of the Subcontractor entity, its address, telephone number, contact person, contract amount, license number as applicable, and program description of all activities to be performed by the Subcontractor.
- B. Contractor must ensure that funds expended pursuant to this Agreement are allowable and allocable and Contractor must adopt fiscal control and accounting procedures sufficient to enable the tracing of funds paid to any Subcontractor to a level of expenditure adequate to establish that such funds have not been used in violation of this Agreement. Contractor shall ensure that any subcontracts under this Agreement contain all provisions necessary to ensure adequate substantiation and controls of the expenditure of such funds. Contractor may achieve this through detailed invoices, by periodic monitoring of Subcontractor's program activities and fiscal accountability, by retaining a right of reasonable access to the Subcontractor's books and records, and/or by any other methods sufficient to meet Contractor's responsibility to substantiate costs required under the terms of this Agreement.
- C. Contractor shall notify Subcontractor(s) in writing no later than five days of such action in the event the State suspends, terminates, and/or makes changes to services to be performed that materially alter the obligation of the Subcontractor under this Agreement.
- D. Contractor is liable for its Subcontractor(s)' failure to perform the terms, conditions, and certifications of this Agreement, without recourse against the State over matters involving such Subcontractors' implementation of this Agreement, including but not limited to disputes, claims, or other legal action for breach of contract, negligence, torts or criminal acts and other misconduct.
- E. Nothing in this Agreement creates or implies a contractual relationship

between the State and any Subcontractor or creates any obligation by the State to any Subcontractor. Contractor is liable to the State for damages to the State for the acts and omissions of its Subcontractors that occur in connection with the implementation of this Agreement. Contractor's obligation to pay its Subcontractors is independent of any obligation of the State to pay Contractor, and Contractor shall not represent to Subcontractors any such obligation of the State to pay or ensure payments to Subcontractors.

## **2. PUBLICATIONS AND REPORTS**

- A. The State reserves the right to use and reproduce all publications, reports, and data produced and delivered pursuant to this Contract. State further reserves the right to authorize others to use or reproduce such materials, provided the author of the report is acknowledged in any such use or reproduction.
- B. If the publication and/or report are prepared by non-employees of the State, and the total cost for such preparation exceeds \$5,000, the publication and/or report shall contain the numbers and dollar amounts of all contracts and Subcontracts relating to the preparation of the publication and report in a separate section of the report (Government Code Section 7550).

## **3. PROGRESS REPORTS**

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

## **4. PRESENTATION**

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

## 5. CONFIDENTIALITY OF DATA AND DOCUMENTS

- A. Contractor shall not disclose data or documents or disseminate the contents of the final or any preliminary report without written permission of the State Contract Manager. However, all public entities shall comply with California Public Records Act (Government Code Sections 6250 et seq.) and the Freedom of Information Act (Title 5 of the United States Code Section 552), as applicable.
- B. Permission to disclose information or documents on one occasion shall not authorize Contractor to further disclose such information or documents on any other occasions except as otherwise provided in the Contract or required by law.
- C. Contractor shall not comment publicly to the press or any other media regarding the data or documents generated, collected, or produced in connection with this contract, or the State's actions on the same, except to the Department of Community Services and Development staff, Contractor's own personnel involved in the performance of this Contract, or as required by law.
- D. If requested by the State, Contractor shall require each of its employees or officers who will be involved in the performance of this Contract to agree to the above terms in a form to be approved by State and shall supply State with evidence thereof.
- E. Each subcontract shall contain the foregoing provisions related to the confidentiality of data and nondisclosure.
- F. After any data or documents submitted has become a part of the public records of the State, Contractor may at its own expense and upon written approval by the State Contract Manager, publish or utilize the same data or documents but shall include the following Notice:

### LEGAL NOTICE

This report was prepared as an account of work sponsored by the Department of Community Services and Development (CSD), but does not necessarily represent the views of the CSD or any of its employees except to the extent, if any, that it has formally been approved by the CSD. For information regarding any such action, communicate directly with the CSD at 2389 Gateway Oaks Drive,

Suite 100, Sacramento, California 95833. Neither the CSD nor the State of California, nor any officer or employee thereof, or any of its contractors or subcontractors makes any warranty, express or implied, or assumes any legal liability whatsoever for the contents of this document. Nor does any party represent that use of the data contained herein, would not infringe upon privately owned rights without obtaining permission or authorization from any party who has any rights in connection with the data.

## **6. PROVISIONS RELATING TO DATA**

- A. "Data" as used in this Contract means recorded information, regardless of form or characteristics, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work; or be usable or be used to define a design or process; or support a premise or conclusion asserted in any deliverable document called for by this Contract. The data may be graphic or pictorial delineations in media, such as drawings or photographs, charts, tables, mathematical models, collections or extrapolations of data or information, etc. It may be in machine form, as punched cards, magnetic tape, computer printouts, or may be retained in computer memory.
- B. "Generated data" is that data, which a Contractor has collected, collated, recorded, deduced, read out or postulated for utilization in the performance of this Contract. Any electronic data processing program, model or software system developed or substantially modified by the Contractor in the performance of this Contract at State expense, together with complete documentation thereof, shall be treated in the same manner as generated data.
- C. "Deliverable data" is that data which under terms of this Contract is required to be delivered to the State. Such data shall be property of the State.
- D. Prior to the expiration of any legally required retention period and before destroying any data, Contractor shall notify the State of any such contemplated action; and State may within 30 days of said notification determine whether or not this data shall be further preserved. The State shall pay the expense of further preserving this data. State shall have unrestricted reasonable access to the data that is preserved in accordance with this Contract.

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

## **7. APPROVAL OF PRODUCT**

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

## **8. SUBSTITUTIONS**

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

## **9. NOTICE**

Unless otherwise provided herein, notice given by the parties shall be in writing, delivered personally, by United States mail, or by overnight delivery service (with confirmation). Certain reporting and other communications may be delivered electronically as specified by CSD or as is customary between the parties. Notice shall be delivered as follows:

1. To Contractor's address of record; and
2. To CSD at:

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

## **10. WAIVER**

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

## **11. GRATUITIES AND CONTINGENCY FEES**

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

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

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

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

## **12. INSURANCE AND FIDELITY BOND**

### **A. General Requirements**

1. Contractor agrees that the required insurance policies and bonds, specified below, shall be in effect at all times during the term of this Agreement.
2. Contractor shall provide the State with written notice at least 30 calendar days prior to cancellation or reduction of insurance coverage to an amount less than that required in this Agreement and, prior to any lapse or reduction in coverage, provide CSD with documentation, as specified in subparagraph 3 showing substitute coverage has been



obtained or alternative measures have been taken to ensure compliance with the requirements of this Agreement, including those applicable to affiliated organizations and Subcontractors.

3. In the event said insurance coverage expires during the term of this Agreement, Contractor agrees to provide, at least 30 calendar days prior to said expiration date, a new Certificate of Insurance (ACORD 25) evidencing insurance coverage as provided herein for not less than the remainder of the term of this Agreement. The Certificate of Insurance (ACORD 25) shall identify and name the State as the Certificate Holder.
4. New Certificates of Insurance are subject to review for content and form by CSD.
5. In the event Contractor fails to keep in effect at all times the specified insurance and bond coverage as herein provided, the State may, in addition to any other remedies it may have, suspend this Agreement.
6. With the exception of workers' compensation and fidelity bond, the State shall be named as additional insured on all certificates of insurance required under this Agreement, including coverage required for affiliated organizations and Subcontractors.
7. Reimbursement payments, to the Contractor may be suspended until evidence of the required current insurance coverage has been submitted to CSD.
8. Should Contractor utilize a Subcontractor(s) or affiliated organization to provide services under this Agreement, Contractor shall indemnify and hold the State harmless against any liability incurred by that Subcontractor(s) or affiliated organization.

#### B. Self-Insurance

1. When Contractor is a self-insured governmental entity, the State, upon receipt of satisfactory proof of the entity's self-insurance authority, may waive the insurance requirements. A duly authorized county or city risk manager shall provide signed certification of the governmental entity's ability to cover any potential losses under this Agreement.
2. Governmental contractors shall specify in writing a list of which coverage(s) will be self-insured under this Agreement and shall list all

applicable policy numbers, expiration dates, and coverage amounts for coverage which is not self-insured.

3. If a governmental contractor's self-insurance coverage does not contain any changes from the prior year, CSD will accept a certified letter signed by authorized personnel, stating that no changes have occurred from the previous year. This letter is due at the time of contract execution or within 30 days of coverage.

C. Workers' Compensation Insurance

1. Contractor shall carry and maintain in full force and effect during the full term of this contract and any extensions to said term, legally sufficient workers' compensation insurance issued by an insurance carrier licensed to underwrite workers' compensation insurance in the State of California, for all of its employees who shall be engaged in the performance of this Contract and agrees to furnish to State satisfactory evidence thereof at any time the State may request the same.
2. Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD either a Certificate of Insurance (ACORD 25) or a Certificate of Consent to Self Insure, issued by the Director of the Department of Industrial Relations, as evidence of compliance with the workers' compensation insurance requirement.

D. Commercial or Government Crime Coverage (Fidelity Bond)

1. Contractor shall maintain commercial crime coverage. If Contractor is a public entity that elects to self-insure, Contractor shall make provision for adequate coverage to insure against crime risks. The commercial crime policy or government crime self-insurance coverage (hereinafter "fidelity bond") shall include the following coverage or the substantial equivalent: Employee Dishonesty/Theft, Forgery or Alteration, and Computer Fraud. Contractor shall ensure that affiliated organizations and Subcontractors that assume risks and conduct activities on behalf of Contractor, of a nature contemplated in this paragraph shall be appropriately insured.
2. Contractor's fidelity bond coverage limits shall not be less than a minimum amount of four percent (4%) of the total amount set forth under this agreement.

3. Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted to CSD an appropriate Certificate of Insurance (ACORD 25) as evidence of compliance with the fidelity bond requirement.

E. General Liability Insurance

1. Contractor shall maintain during the term of this Agreement general liability and property damage insurance for a combined single limit of not less than \$500,000 per occurrence.
2. Contractor will not be paid an advance or any reimbursement of expenses unless it shall first submit to CSD an applicable Certificate of Insurance (ACORD 25), naming the Department of Community Services and Development as an additional insured as evidence of compliance with general liability insurance requirements.

F. Vehicle Insurance

1. Contractor shall maintain for the term of this Agreement vehicle insurance coverage in the amount of \$500,000 for each person and each accident for bodily injury and in the amount of \$500,000 for each person and each accident for property damage.
2. When employees use their own vehicles to perform duties within the scope of their employment, Contractor shall have and maintain for the term of this Agreement non-owned and hired-auto liability insurance in the amount of \$500,000 for each person and each accident for bodily injury and \$500,000 for each person and each accident for property damage. (Driving to and from work shall not be considered to be within the scope of employment.)
3. Contractor will not be paid an advance or any reimbursement of expenses unless it has first submitted an applicable Certificate of Insurance (ACORD 25), designating CSD as an additional insured, to the State as evidence of compliance with the stated vehicle insurance requirements.

**13. CONTRACT IS COMPLETE**

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

**14. CAPTIONS**

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

**15. PUBLIC HEARINGS**

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

**16. DVBE**

Per Title 2, Chapter 3, Subchapter 10.5, Article 2, § 1896.70 of the California Code of Regulations, this subvention Contract is exempt from the Disabled Veteran Business Enterprises participation goals of Public Contract Code Section 10115 et seq. and Military and Veterans Code §§ 999.2(a) and 999.5.

**17. FORCE MAJEURE**

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

**18. PERMITS AND LICENSES**

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

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

## **19. LITIGATION**

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

## **20. DISPUTES**

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

Notwithstanding any other provisions of this Contract, after recourse to the procedure set forth in the paragraph above, any controversy or claim arising out of or relating to this Contract or breach thereof shall be settled by arbitration at the election of either party in accordance with California Public Contract Code Section

10240 et. seq. and judgment upon the award rendered by the arbitration may be entered in any court having jurisdiction thereof.

## **21. EVALUATION OF CONTRACTOR'S PERFORMANCE**

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

## **22. CONFIDENTIALITY AND INFORMATION SECURITY PROVISIONS**

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

## **23. AUDITS, INSPECTION AND ENFORCEMENT**

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

E. Right to Monitor, Audit, and Investigate

1. Any duly authorized representative of the state government, which includes but is not limited to the State Auditor, CSD staff, and any entity selected by CSD to perform inspections and/or investigations, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site visits, audits, and any other appropriate means CSD deems necessary.
2. Contractor shall, upon reasonable notice, make available all information and materials reasonably necessary for CSD to substantiate to its satisfaction that expenditures incurred under this Agreement are allowable and allocable, including, but not limited to files, books, documents, papers, and records. Contractor agrees to make such information and materials available to the State, or any of their duly authorized agents or representatives, for purpose of examination, copying, or mechanical reproduction, on or off the premises of the subject entity.
4. All agreements entered into by Contractor with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause allowing CSD or any duly authorized agent or representative of state government timely access to the working papers of the audit firm(s).

F. Auditing Standards and Reports

1. Audit Reports
  - a. Funds provided under this Agreement shall be subject to any audit conducted in accordance with the provisions of the State Leadership Accountability Act (Gov. Code §13400) , formerly known as the Financial Integrity and State Manager's Accountability Act of 1983 and the auditing provisions of the State Administrative Manual (SAM) of the State of California, and in accordance with standards promulgated by the American Institute of Certified Public Accountants (AICPA), and those standards included in "Government Auditing Standards, December 2011 Revision, as amended."

- b. Contractor agrees to cooperate fully to assist CSD in complying with audit requirements referenced herein, and to provide such data, documentation and information as CSD reasonably deems relevant to the purposes and requirements of this Agreement, for purposes of any state audit.
2. In the event that Contractor fails to comply with the requirements of this section, CSD may impose sanctions, which may include:
  - a. Temporarily withholding cash payments pending correction of the deficiency;
  - b. Disallowing all or part of the cost of the activity or action reasonably found by CSD not in compliance;
  - c. Withholding further awards for the project or program; and/or
  - d. Taking other remedies that may be legally available.

#### **24. USE OF STATE FUNDS**

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

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

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

#### **25. NON-EXCLUSIVE CONTRACT**

This Contract is non-exclusive in that CSD shall retain the right to award contracts for similar services, in whole or in part, to other contractors during the period of this Contract, serving any or all of the region awarded in this Contract.



**26. CODES OF CONDUCT**

- A. Contractor shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of contracts or subcontracts. No employee, officer, or agents of the Contractor shall participate in the selection, award, or administration of a subcontract supported by State funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the Contractor shall neither solicit nor accept gratuities, favors, or anything of monetary value from subcontractors or parties to sub-agreements. The standards of conduct shall provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the recipients.
  
- B. Contractor shall not pay State funds received from CSD to any entity in which it (or one of its employees, officers, or agents, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein) has an interest. As ownership constitutes a financial interest, Contractor shall not subcontract with a subsidiary.

**27. CONFLICT OF INTEREST**

- A. Contractor shall ensure that its employees and the officers of its governing body do not engage in actual or potential conflicts of interest and that no officer or employee who has responsibility for any activity or function with respect to LIWP and the implementation of this Agreement shall have any personal financial interest in such activity or function or otherwise personally benefit or gain from the activity or function.
  
- B. Contractor shall establish safeguards to prohibit its employees or its officers from using their positions for a purpose that could result in private gain or that gives the appearance of being motivated for private gain for themselves or others, particularly those with whom they have family, business, or other ties.
  
- C. Contractor shall not provide LIWP services or benefits in situations where an actual or perceived conflict of interest exists. If Contractor provides: Program services to owner-occupied or rental dwellings that are owned or managed by the Contractor, its employee, or officers, such services must be pre-approved

in writing by CSD whose approval shall be based on determination that other recipients or potential eligible recipients of services are not prejudiced or adversely affected by the receipt of services by Contractor. To obtain approval by CSD, Contractor must demonstrate that it will:

1. Follow all eligibility and prioritization requirements of LIWP as applicable to each service or activity;
2. Comply with all dwelling eligibility requirements of this Agreement, including but limited to rent increase and multiple dwelling restrictions;
3. Substantiate the need for LIWP services by completing a dwelling assessment for each individual dwelling unit served; and
4. Consent to any further conditions required by CSD.

Failure to obtain prior written approval by CSD may result in costs being disallowed.

- D. Contractor shall ensure that all affiliated organizations and subcontractors with administrative responsibility under this Agreement are subject to conflict of interest policies and standards, set forth in this section.

## **28. CONTRACT ADMINISTRATION**

- A. Contractor shall notify CSD of any changes in the list of affiliated organizations and contractors that comprise Contractor's Project Team within 10 business days after Contractor initiates the change. Compensation paid by Contractor to such organizations and contractors shall not exceed the rates specified in this Agreement. Changes in key partners are subject to negotiation and approval by CSD.
- B. Contractor shall administer this Agreement in accordance with State law, LIWP MF Guidelines, and applicable provisions in this Agreement, including but not limited to a code of conduct for the award and administration of contracts. Contractor's procurement procedure shall, to the maximum extent practical, provide for the cost-effective and timely delivery of the LIWP in a manner consistent with the purposes of this Agreement.
- C. Contractor shall not permit any organizational conflicts of interest or noncompetitive practices that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective subcontractor performance and eliminate unfair competitive advantage, individuals or firms

that develop or draft specifications, requirements, statements of work, invitations for bids, and/or requests for Proposals shall be excluded from competing for such procurements. Contractor shall only award a subcontract to the Proposer or offeror whose bid or offer is responsive to the solicitation and is most advantageous to Contractor when considering price, quality, and other factors relevant to procurement. Contractor's solicitations shall clearly set forth all requirements that the Proposer or offeror must fulfill in order for the bid or offer to be adequately and fairly evaluated by the recipient.

- D. In all procurements Contractor is solely responsible for maintenance of adequate procurement records demonstrating compliance with State requirements.
- E. Noncompliance with any of the provisions in this section may result in a disallowance of the costs of the procurement transaction.

## **ATTACHMENT 17: PAYEE DATA RECORD (STD 204)**

This form is available on the Bidders' Library

## **ATTACHMENT 18: CSD PROCUREMENT POLICY**

### General

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

### Procurement of Regional Administrators (RAs) and Program Administrators

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

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

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

### Re-Procurement and Negotiations

In the event CSD determines that no Proposer has submitted a Proposal sufficient to enter into a contract that meets the requirements of the official program guidelines, the program objectives and purposes, or that is sufficiently cost effective to meet the needs, requirements, and interests of the State, CSD may, at its sole option, reject all bids, amend the solicitation and reissue the RFP. Alternatively, CSD may negotiate with the qualified, conforming Proposer that received the highest score in the procurement and agree to such changes and amendments to the Proposal as to meet the State's requirements. In the event that a satisfactory agreement cannot be formed with the

highest scoring agreement, CSD may proceed to negotiate with the qualified, conforming Proposer that received the second highest score. In the event that a satisfactory agreement cannot be formed, CSD may proceed to negotiate with the qualified, conforming Proposer that received the third highest score. CSD shall issue a Notice of Intent to Award after successfully completing a negotiation.

### Conflicts of Interest

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

### Award Dispute Process

Proposers may contest an Intent to Award issued by CSD by submitting an Intent to Dispute letter, which must be received by the Procurement Official, referenced in the solicitation, no later than five working days (excluding the first day and including the last day) from the date of the posting of Notice of Intent to Award. The Intent to Dispute letter must be sent by electronic mail and must bear the name and an authorized signature of the disputing Proposer.

Within five working days from the date CSD receives the intent to dispute letter, the disputing Proposer must file with the Department a letter of dispute detailing the grounds for the protest. The only acceptable delivery method for the Letter of Dispute is by electronic mail and must bear the name and authorized signature of the disputer.

The only grounds sufficient to sustain a dispute are that had CSD correctly applied the prescribed evaluation rating standards in the solicitation or RFP, or if the Department had followed the evaluation and scoring methods in the solicitation or RFP, the disputing Proposer would have prevailed. The Letter of Dispute must identify specific information in the Proposal that the disputing Proposer believes was overlooked or misinterpreted. The Letter of Dispute may not provide any additional information that was not included in the original Proposal. Where the information in a Proposal is vague or ambiguous, CSD's reasonable interpretation shall prevail.

If a Letter of Dispute is filed, the contract shall not be awarded until CSD's Director or Director's designee has reviewed and evaluated the dispute. The Director or Designee

shall, in a timely manner, determine whether the Notice of Intent to Award shall be sustained as issued, or if it should be amended. Notice of the decision shall be posted.

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

## **ATTACHMENT 19: CSD PROCUREMENT - CONFLICTS OF INTEREST GUIDELINES**

### Purpose

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

### Disqualification

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

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

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



### Requirements

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

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

All conflict-of-interest disclosure statements received by CSD shall be maintained in the procurement file.

### Post-award Requirements

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

### Enforcement

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

## ATTACHMENT 20: CONFLICT OF INTEREST/NON-DISCLOSURE STATEMENT

Oct 11, 2021, v1.0

I certify that I have no personal or financial interest based on present or past employment that is incompatible with my participation in any activity related to the planning or procurement process for the Department of Community Services and Development (CSD). I further certify that neither my spouse nor dependent child(ren) have a personal or financial interest based on present or past employment or activity that is incompatible with my participation in any activity related to the planning, procurement, or project process for CSD. For the duration of my involvement in the project or performance pursuant to a CSD contract, I agree not to accept any gift, benefit, gratuity, or consideration, or begin a personal or financial relationship with any party who is bidding or in association with a bid on the project. I certify that I can give my full, fair, and impartial consideration to this project.

I further certify that I will hold the strictest confidence and will not copy, disclose or give access to any person, who has not signed a copy of the Conflict of Interest/Non-Disclosure Statement, any information or data concerning the planning, design, development, processes, procedures, correspondence, working papers or any other information, in any form, that is made available to, or is accessible by me as part of my participation in the project. I fully understand that any disclosure of project information may be a basis for civil or criminal penalties and/or disciplinary action, including termination of the contract or dismissal.

I understand that if my service ends before the end of the project, I must continue to keep confidential all project information which has been made available to me as part of my duties and participation with the project. I agree to follow any instruction provided by CSD relating to the confidentiality of the project information.

**WHEREAS** the parties hereto desire to engage in discussions related to, and may enter into, one or more business transactions (the "Subject Matter").

**WHEREAS** it is contemplated that such discussions and any business transactions entered into in connection therewith will require the disclosure by CSD to Contractor of confidential information (as hereinafter defined).

**WHEREAS**, both parties recognize the value of the confidential information and agree it is in their mutual interests to maintain the confidential, proprietary, and secret nature of the confidential information.

**NOW, THEREFORE**, in consideration of the above premises, and in further consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

### **1. CONFIDENTIAL INFORMATION**

Confidential information shall include, but not be limited to documents, records, information and data (whether in verbal, electronic or written form), drawings, models, apparatus, sketches, designs, schedules, product plans, marketing plans, technical procedures, manufacturing processes, analyses, compilations, studies, software, prototypes, samples, formulas, methodologies, formulations, patent applications, know-how, experimental results, specifications and other business information, relating to CSD's business, assets, operations or contracts, furnished to Contractor and/or Contractor's affiliates, employees, officers, owners, agents, consultants or representatives hereinafter referred to collectively as "Contractor", in the course of their work contemplated in this Conflict of Interest/Non-Disclosure Statement, regardless of whether such confidential information has been expressly designated as confidential or proprietary. Confidential information also includes all analyses, compilations, work product, studies and other data or material prepared by or in the possession or control of the Contractor, which contain, include, refer to or otherwise reflect or are generated from any confidential information. Contractor acknowledges that no representation or warranty, express or implied, has been or is made by or on behalf of CSD as to the accuracy or completeness of any of the confidential information furnished to the Contractor.

### **2. FORM OF DISCLOSURE**

Confidential information may be written, electronic, oral, or by demonstration, or in some other form not permanently recorded, and shall be considered confidential information regardless of whether such information has been expressly designated as confidential or proprietary.

### **3. PERIOD OF CONFIDENTIALITY AND NON-USE**

Contractor shall maintain in strict confidence for a period of five (5) years from the Effective Date of this Conflict of Interest/Non-Disclosure Statement and not disclose any confidential information it receives from CSD to any third party or use the confidential information for its own or any other party's benefit, except in furtherance of its obligations to CSD pursuant to any business transaction it may enter with CSD. Contractor shall use, as a minimum, the same degree of care to avoid disclosure or use of the confidential information as it employs with respect to its own confidential,

proprietary, and secret information of like importance, but in any case, using no less than a reasonable degree of care. Contractor shall limit access to all confidential information to only those of Contractor's personnel, agents and representatives who need to know such information for carrying out Contractor's obligations to CSD pursuant to any business transaction with CSD, and the confidential information will be used only for carrying out Contractor's obligations to CSD pursuant to any business transaction it may enter into with CSD. Contractor shall insure those who are given access to the confidential information by or on behalf of Contractor shall be bound by and shall comply with the terms of this Conflict of Interest/Non-Disclosure Statement.

#### **4. EXCLUSIONS**

Information shall not be deemed confidential information, and Contractor shall have no obligation of confidentiality or restriction against use with respect to any information which: 4.1. was known, in the possession of and documented by Contractor through no wrongful act of Contractor prior to CSD's disclosure of such information to Contractor; or 4.2. is or becomes publicly known through no act or omission of Contractor and/or through no breach of any obligation to CSD; or 4.3. is rightfully received from an independent third party who is not subject to restrictions on the use and disclosure of such information in favor of CSD; or 4.4. is approved for release by written authorization from CSD; provided that, unless notice of said prior knowledge and possession or receipt from a third party is given to CSD within thirty (30) days of receipt of the information from CSD or from a third party, respectively, it shall be conclusively presumed that the said information was not previously in the Contractor's knowledge and possession or received from a third party.

#### **5. DISCLOSURES REQUIRED BY LAW**

In the event Contractor is requested or required by a government or court order, or similar process, to disclose any confidential information supplied to it by CSD, Contractor shall provide CSD with prompt notice of such request so that CSD may seek an appropriate protective order and/or waive Contractor's compliance with the provisions of this Conflict of Interest/Non-Disclosure Statement.

#### **6. INDEMNIFICATION**

Contractor shall reimburse, indemnify and hold harmless CSD and its employees, officers, directors, agents and representatives from any damage, loss, penalty, cost or expense incurred by Contractor as a result of or in connection with the use or disclosure of the confidential information contrary to the terms of this Conflict of Interest/Non-Disclosure Statement by Contractor or any others to whom such confidential information has been disclosed by any such persons or entities which directly or indirectly control,

are controlled by, or are in common control with such party to this Conflict of Interest/Non-Disclosure Statement. As used herein, the term “control” shall mean possession, directly or indirectly, of power to direct or cause the direction of management or policies (whether through of securities, by contract or otherwise).

## **7. NO PUBLIC COMMENT**

Contractor shall not directly or indirectly make any public comment, statement, or communication with respect to, or otherwise disclose or permit the disclosure to any third party of any confidential information or of any matter relating to the Subject Matter or purpose or any transactions contemplated by the parties in connection therewith, without the prior written consent of CSD.

## **8. NOTICE OF UNAUTHORIZED USE OR DISCLOSURE**

Contractor shall notify CSD immediately upon discovery of any unauthorized use or disclosure of confidential information or any other breach of this Conflict of Interest/Non-Disclosure Statement by Contractor or any third party and will cooperate with CSD in every reasonable way to help CSD regain possession of the confidential information and prevent its further unauthorized use or disclosure.

## **9. OWNERSHIP AND RETURN OF CONFIDENTIAL INFORMATION**

All confidential information disclosed to Contractor shall remain the exclusive property of CSD. Within ten (10) days after CSD’s written request, or upon expiration of this Conflict of Interest/Non-Disclosure Statement, Contractor shall promptly return all confidential information (including all originals, copies, reproductions, and summaries of such confidential information), or destroy the confidential information (including all originals, copies, reproductions, and summaries of such confidential information).

## **10. NO LICENSE**

Nothing contained in this Conflict of Interest/Non-Disclosure Statement shall be construed as granting or conferring to Contractor any rights or license or otherwise, either expressly or by implication to any confidential information disclosed by CSD to Contractor as a result of this Conflict of Interest/Non-Disclosure Statement, including, without limitation, rights or license under any present or future patent, patent application, copyright, trademark, service mark, trade secret or other proprietary information owned, licensed or controlled by CSD.

## **11. SURVIVAL**

Contractor's obligations of confidentiality and non-disclosure pursuant to the terms of this Conflict of Interest/Non-Disclosure Statement shall survive until all confidential information has been returned to CSD or destroyed and the destruction thereof has been certified to CSD in writing.

## **12. RELATIONSHIP**

This Conflict of Interest/Non-Disclosure Statement shall not be construed as a joint venture, pooling arrangement, partnership, teaming effort or agency arrangement. The Contractor, unless otherwise stated in a separate Conflict of Interest/Non-Disclosure Statement, shall have no ownership interest whatsoever in the confidential information being handed over to them.

## **13. NO WAIVER**

Neither party waives any rights in invention or development lawfully possessed by it at the time of signing this Conflict of Interest/Non-Disclosure Statement. In addition, this Conflict of Interest/Non-Disclosure Statement does not imply any waiver of any rights or action under the patent, trademark, copyright, trade secret, unfair competition, fair trade, or related laws. Failure to enforce any provision of this Conflict of Interest/Non-Disclosure Statement shall not constitute a waiver of that provision, or any other provision hereof.

## **14. BINDING CONFLICT OF INTEREST/NON-DISCLOSURE STATEMENT**

This Conflict of Interest/Non-Disclosure Statement shall be binding upon Contractor and its subsidiaries, successors, assigns, legal representatives, and all corporations controlling Contractor or controlled by Contractor and shall inure to the benefit of CSD and its subsidiaries, successors, legal representatives, and all agencies controlling CSD or controlled by CSD.

## **15. INJUNCTIVE RELIEF**

Contractor understands and agrees that any use or dissemination of confidential information in violation of this Conflict of Interest/Non-Disclosure Statement will cause CSD irreparable harm, and that monetary damages may not be a sufficient remedy for unauthorized use or disclosure of confidential information, and that CSD may be left with no adequate remedy at law; therefore, CSD shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction. Such remedies shall not be deemed to be the

exclusive remedy for any breach of this Conflict of Interest/Non-Disclosure Statement but shall be in addition to all other remedies available at law or in equity.

## **16. GOVERNING LAW**

This Conflict of Interest/Non-Disclosure Statement shall be governed by and construed in accordance with the laws of the State of California without regard to principles of conflict or choice of laws, and Contractor consents to venue and jurisdiction in and by the state and federal courts in the jurisdiction of the CSD.

## **17. ASSIGNMENT**

This Conflict of Interest/Non-Disclosure Statement may not be assigned by Contractor without the prior written consent of CSD.

## **18. ENTIRE CONFLICT OF INTEREST/NON-DISCLOSURE STATEMENT**

This Conflict of Interest/Non-Disclosure Statement contains the entire understanding between the parties relative to the protection of confidential information and supersedes all prior and collateral communications, reports, and understanding between the parties in respect thereto. No change, modification, alteration, or addition to any provision shall be binding unless it is in writing and signed by an authorized representative of both parties.

## **19. SEVERABILITY**

If a court of competent jurisdiction makes a final determination that any provision of this Conflict of Interest/Non-Disclosure Statement (or any portion thereof) is invalid, illegal or unenforceable for any reason whatsoever, and all rights to appeal the determination have been exhausted or the period of time during which any appeal of the determination may be perfected has been exhausted, (i) the validity, legality, and enforceability of the remaining provisions of this Conflict of Interest/Non-Disclosure Statement shall not in any way be affected or impaired thereby; and (ii) to the fullest extent possible, the provisions of this Conflict of Interest/Non-Disclosure Statement shall be construed so as to give effect to the intent manifested by the provisions held invalid, illegal or unenforceable.

## **20. HEADINGS**

The headings in this Conflict of Interest/Non-Disclosure Statement are for reference purposes only and shall not limit or otherwise affect the meaning of the provisions.

**21. COUNTERPARTS**

This Conflict of Interest/Non-Disclosure Statement may be executed in one or more counterparts including signing a facsimile copy. Each counterpart shall be deemed an original and all counterparts together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have caused their duly authorized representatives to execute this Conflict of Interest/Non-Disclosure Statement as of the dates written below. The Contractor has read and understands the Conflict of Interest/Non-Disclosure Statement and by signing below, agrees to comply with all the provisions contained therein.

\_\_\_\_\_

CSD Representative Name

\_\_\_\_\_

Contractor Representative Name

\_\_\_\_\_

Title

\_\_\_\_\_

Title

\_\_\_\_\_

CSD Signature

\_\_\_\_\_

Contractor Signature

\_\_\_\_\_

Date

\_\_\_\_\_

Date



## ATTACHMENT 21: SECURITY ADDENDUM B

Whereas the Local Service Provider (LSP) desires to enter into this Security Addendum to the Contract Agreement with the Department of Community Services and Development (CSD); now, therefore, for consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The following shall be inserted as Addendum A of the Contract Agreement.  
Protection of personal data where the LSP processes personal data on behalf of CSD in connection with the performance of this Contract Agreement, it shall:
  - a. process such personal data in accordance with all applicable state and federal and regulations and CSD information security policies, only for purposes reasonably necessary for the performance of its obligations under this Contract Agreement and in accordance with the documented written instructions of CSD.
  - b. treat such personal data as confidential information of CSD.
  - c. where such personal data is collected by the LSP, not transfer such personal data to any location outside the LSP (except to CSD).
  - d. considering the state of the art, the costs of implementation and the nature, scope, context, and purposes of the data processing as well as the likelihood and severity of any risk, implement appropriate technical and organizational measures to protect such personal and confidential data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure, or access. Without limitation to the foregoing, such measures shall comply with prevailing industry standards but in no case consist of less than reasonable care.
  - e. co-operate fully with CSD to enable it to adequately discharge its responsibility under applicable laws (including assisting with data subject access or erasure requests).
  - f. immediately notify CSD of any actual or suspected data breach and provide all available information.
  - g. not allow any third party to process such personal data on its behalf except with CSD's prior written consent.
  - h. delete or (at CSD's choice) deliver to CSD all records of such personal data upon termination of this Agreement or (if earlier) upon the data no longer being required for the purposes referred to in subsection (a) above.
  - i. CSD shall have the right, on reasonable notice, to review, inspect and/or audit the LSP's information security program, technical environment and business continuity arrangements and its compliance with the other state and federal requirements.
  - j. General Security Controls

- i. Information Security Training - LSP shall instruct all employees, agents, and subcontractors with access to the CSD Confidential, Sensitive and Personal (CSP) regarding:
  1. The confidential nature of the information;
  2. The civil and criminal sanctions against unauthorized access, use, or disclosure found in the California Civil Code Section 1798.55, Penal Code Section 502 and other state and federal laws;
  3. CSD procedures for reporting actual or suspected information security incidents - Information Security Incidents and/or Breaches; and
  4. That unauthorized access, use, or disclosure of CSD CSP is grounds for immediate termination of this Agreement with CSD and the LSP and may be subject to penalties, both civil and criminal.
- ii. Workstation/Laptop Encryption –All LSP-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CSD CSP must be encrypted using a FIPS 140-2 certified algorithm which is 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the CSD Information Security Office.
- iii. Data Encryption – Any CSD CSP shall be encrypted at rest when stored on network file shares or document repositories.
- iv. Servers containing unencrypted CSD CSP must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- v. Minimum Necessary – Only the minimum necessary amount of the CSD CSP required to perform necessary business functions may be copied, downloaded, or exported.
- vi. Removable Media Devices – All electronic files that contain the CSD CSP must be encrypted when stored on any removable media or portable device (i.e., USB thumb drives, floppies, CD/DVD, smart phone, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128 bit or higher, such as AES.
- vii. Antivirus Software – All LSP-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CSD CSP must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- viii. Security Patch Management – To correct known security vulnerabilities, LSP shall install security patches and updates in a timely manner on all LSP-owned or managed workstations, laptops, tablets, smart phones, and similar devices that process and/or store CSD CSP as appropriate based on LSP's risk assessment of such security patches and updates, the technical requirements of LSP's

systems, and the vendor's written recommendations. If patches and updates cannot be applied in a timely manner due to hardware or software constraints, mitigating controls will be implemented based upon the results of a risk assessment.

- ix. User IDs and Password Controls – All users must be issued a unique username for accessing CSD CSP. LSP's password policy must be based on information security best practices for password length, complexity, and reuse.
  - x. Data Destruction – Upon termination of the Agreement, all CSD CSP not returned to CSD must be sanitized in accordance with NIST Special Publication 800-88, Guidelines for Media Sanitization.
- k. System Security Controls
- i. System Timeout – The system providing access to the CSD CSP must provide an automatic timeout, requiring re-authentication of the user session after no more than thirty (30) minutes of inactivity for applications, and fifteen (15) minutes of inactivity for desktops and laptops.
  - ii. Warning Banners – All systems (servers, desktops, laptops, etc.) containing CSD CSP must display a warning banner at login stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
  - iii. System Logging – The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CSD CSP, or which alters CSD CSP. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If CSD CSP is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least one (1) year after occurrence.
  - iv. Access Controls – The system must use role-based access controls for all user authentications, enforcing the principle of least privilege.
  - v. Transmission Encryption – All data transmissions of CSD CSP by LSP outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end-to-end at the network level, or the data files containing CSD CSP can be encrypted. This requirement pertains to any type of CSD CSP in motion such as website access, file transfer, and email.
  - vi. Intrusion Detection – All systems involved in accessing, holding, transporting, and protecting CSD CSP that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.
- l. Audit Controls
- i. System Security Review – All systems processing and/or storing CSD CSP must have at least an annual system risk assessment/security

- review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.
- ii. Log Reviews – All systems processing and/or storing CSD CSP must have a routine procedure in place to review system logs for unauthorized access.
  - iii. Change Control – All systems processing and/or storing CSD CSP must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity, and availability of data.
- 2.
- a. LSP's shall delete all CSD's information within its custody or control, including, but not limited to, completed project data, email addresses and all other personal data processed on behalf of CSD upon the earliest of:
    - i. termination of this Contract Agreement.
    - ii. written request by CSD.
    - iii. the personal data is no longer being required for the performance of the Services.
3. This Information Security Addendum is governed by the Agreement. The terms of this Addendum supersede provisions in the Agreement only to the extent that the terms of this Addendum and the Agreement expressly conflict. However, nothing in this Addendum should be interpreted as invalidating the Agreement, and provisions of the Agreement will continue to govern relations between the Parties insofar as they do not expressly conflict with this Addendum A. This Addendum may be executed in counterparts and by facsimile, each of which shall be deemed an original and both of which shall constitute one and the same document.
4. IN WITNESS WHEREOF, the Parties have executed this Addendum (as of date first written).

Information owned by the California Department of Community Services and Development (CSD) including but not limited to information systems, files and data, laptops and tablets, smartphones, and removable storage devices are strategic assets intended for official business use and are entrusted to state personnel in the performance of their job-related duties.

Inappropriate use of CSD information and assets could negatively affect the confidentiality, integrity, or availability of the data, information systems, or other information assets of CSD or the State of California. Consequently, it is important for all CSD employees and affiliates to access and utilize information assets in a responsible, ethical, and legal manner that safeguards the data and information. Additionally, the appropriate use of information assets benefits the State and CSD by strengthening the

protection of its personnel and business partners from illegal or potentially damaging activities.

The scope of this policy extends to all information and assets owned or operated by the CSD and to all employees or affiliates authorized to use these assets.

## **ATTACHMENT 22: BIDDERS' LIBRARY**

### Forms

1. Payee Data Record – STD 204
2. Contract Amendment or Modification – CSD 509
3. Public Website Form – CSD 251
4. EARS Example Template Form
5. Provisional Energy Efficiency Incentive Reservation & Participation Agreement Form
6. Formal Energy Efficiency Incentive Reservation & Participation Agreement Form

### Documents

1. Current LIWP Multi-Family Service Delivery Plan
2. Quantification Methodology for LIWP Multi-Family Energy Efficiency and Renewables
3. HERCC-CAS Testing Protocols